

## EXECUTIVE SUMMARY NOTICE

### Request for Proposal No. DTRS57-99-R-00020 Technical Support Services

1. The purpose of this Executive Summary is to summarize the requirements of this Request for Proposal (RFP), and to **highlight major changes** in the requirements since the issuance of Draft RFP (DRFP) No. DTRS57-99-R-00020 on September 7, 1999. This summary is provided for informational purposes only, and the terms and conditions of the solicitation remain unchanged unless an amendment is issued which incorporates changes.
2. The Technical Support Services contract is intended to provide the Department of Transportation, Research and Special Programs Administration, Volpe National Transportation Systems Center (Volpe Center) with a dedicated labor pool of information systems (IS) engineering and technology professionals capable of meeting the Volpe Center's programmatic requirements. This acquisition also includes an option for providing a dedicated pool of highly skilled professionals in the transportation and logistics operations research and analysis (ORA) functional area. Due to the changing nature of the extensive portfolio of projects at the Volpe Center, this dedicated workforce must be easily accessible and flexible. The Contractor must be readily responsive to changing customer requirements and quickly provide the specific technical capabilities that will enable the Volpe Center to take advantage of opportunities for new work. The resultant contract must also be managed so that the workforce can be scaled up or down in accordance with changing project requirements.
3. This will be a single award contract. The RFP includes five (5) contract line items (CLINs) with the following three (3) contract types: CLIN 0001 - Cost-Plus-Award Fee; CLINs 0002 and 0003 - Cost-Plus-Fixed-Fee; CLIN 0004 - Firm-Fixed Price; and CLIN 0005 -Not-to-Exceed Cost. Note, the structure, contract type, and number of CLINs has changed since the DRFP. See Section B – Supplies or Services and Prices/Costs.
4. The performance period of the contract shall be for a maximum period of five (5) years following the contract transition period, commencing on or about August 1, 2000. Full performance will begin on or about November 1, 2000. (See Section F – Deliveries or Performance).
5. The contract will include a transition period of up to 90 days for IS immediately following contract award, and up to 60 days for ORA after exercise of the ORA option, if any, in accordance with the Contractor's transition plan (see Section B, CLIN 0004) as accepted by the Government.

6. Although the RFP and related documents explain requirements in detail, your attention is directed to the following specific aspects of this acquisition:

- Due to the nature of the work required by this acquisition, this RFP contains a conflict of interest exclusion clause; see Section H, Paragraph H12, entitled “Exclusion from Future Government Contracts.”
- See RFP Section H, Clauses H.19 and H.20, entitled “Government Furnished Equipment And Services” and “Use of Government-Furnished Equipment and Services,” for revisions dealing with Governmentfurnished property.
- Proposals submitted in response to this solicitation by a large business must include a Small Business subcontracting plan; see clause FAR 52.219-9 entitled “Small Business Subcontracting Plan”, in Section I of the RFP.
- In order to assure responsiveness of proposals, careful attention should be paid to Section L, Paragraphs L.4 through L.6, which provide specific proposal preparation instructions. In particular, please note:
  - The requirement for resumes, addressed in RFP Section L.5.B.1.(d), has been revised;
  - The level of effort has been revised (see Section C.7.A);
  - The use of Uncompensated Overtime in cost proposals has been prohibited (see Section L.6.C.1.n); and
- The evaluation factors for award and their relative order of importance in Section M of the RFP.

7. As part of our ongoing effort to streamline the acquisition process and achieve a paperless acquisition, the RFP has been prepared and is being released in electronic media only through the Volpe Center’s Acquisition Division Home page at the following Universal Resource Locator (URL):  
<http://www.volpe.dot.gov/procure/index.html>.

8. The Acquisition Division Home page also includes an electronic vendor reference library. This reference library may be accessed at the following URL:  
[http://www.volpe.dot.gov/procure/99r0020/att\\_99r0020.html](http://www.volpe.dot.gov/procure/99r0020/att_99r0020.html)

9. A pre-proposal conference and site visit for all prospective Offerors will be held at the Volpe Center, 55 Broadway, Kendall Square, Cambridge, Massachusetts 02142, on **October 28, 1999, at 10 A.M. local time**. Questions will be answered relative to this procurement, and there will be a tour of the Center and the available office location at 245 First Street. All prospective Offerors are urged to attend this conference. Please see Section L, Paragraph L.4.B for specific details.

10. Inquiries relative to the RFP must be received not later than 21 calendar days after the date of issuance, and may be submitted by mail or e-mail. Inquiries must be submitted in accordance with Section L, Paragraph L.4.F. Please note that no oral inquiries will be answered.
11. Proposals submitted in response to this RFP are due at 2:00 Eastern Standard Time on December 2, 1999.

Thank you for your interest in this acquisition. We look forward to receiving your response to the attached RFP.

/signed/  
MARY E. DOHERTY  
Contracting Officer

Attachment – RFP No. DTRS57-99-R-00020

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ➔		RATING DO-	PAGE 1	OF PAGES 168
2. CONTRACT NUMBER	3. SOLICITATION NUMBER <b>DTRS57-99-R-00020</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>October 13, 1999</b>	6. REQUISITION/PURCHASE NO. 25-3126	
7. ISSUED BY DOT/RSPA/VOLPE CENTER/DTS-853 55 Broadway, Kendall Square Cambridge, MA 02142-1093 Attn: M. Leary, DTS-853		8. ADDRESS OFFER TO (If other than Item 7)				

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

### SOLICITATION

9. Sealed offers in original and \* copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \*\* until 2:00 p.m. local time December 2, 1999. \*See L.4 \*\*See Block 7

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION ➔ CALL:	A. NAME <b>MICHAEL LEARY</b>	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 617	NUMBER 494-2673	EXT.	<b>LearyM@Volpe.DOT.gov</b>

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✓	H	SPECIAL CONTRACT REQUIREMENTS	41-50	✓	M	EVALUATION FACTORS FOR AWARD	126-127

### OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within        calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➔	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
-----------------------------------	------------	----------------------------------

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➔	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

The following contract types apply to this contract, as determined by the individual Contract Line Items, as follows:

<b>Contract Line Item Number (CLIN)</b>	<b>Applicable Contract Type</b>
0001	Cost-Plus-Award-Fee
0002	Cost-Plus-Fixed-Fee
0003	Cost-Plus-Fixed-Fee
0004	Firm Fixed Price
0005	RFP-Stipulated Other Direct Costs

<b>CLIN</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
0001	Contract Management and Administration, per Paragraph C.2. of the Statement of Work				
0001AA	Contract Management and Administration for Base Period, Contract Year 1	1	JOB	Est. Cost Award Fee Total CPAF	   
0001AB	Contract Management and Administration for Base Period, Contract Year 2	1	JOB	Est. Cost Award Fee Total CPAF	   
0001AC	OPTION Contract Management and Administration for Contract Year 3	1	JOB	Est. Cost Award Fee Total CPAF	   
0001AD	OPTION Contract Management and Administration for Contract Year 4	1	JOB	Est. Cost Award Fee Total CPAF	   
0001AE	OPTION Contract Management and Administration for Contract Year 5	1	JOB	Est. Cost Award Fee Total CPAF	   
0001AF	OPTION Addition of Operations Research and Analysis (ORA) Support, Contract Year 3	1	JOB	Est. Cost Award Fee Total CPAF	   
0001AG	OPTION Addition of Operations Research and Analysis (ORA) Support, Contract Year 4	1	JOB	Est. Cost Award Fee Total CPAF	   
0001AH	OPTION Addition of Operations Research and Analysis (ORA) Support, Contract Year 5	1	JOB	Est. Cost Award Fee Total CPAF	   



0002	Information Systems (IS) Support, per Paragraph C.3 of the Statement of Work				
0002AA	IS Support for Base Period, Contract Year 1	1	LOT	Est. Cost Fixed Fee Total CPFF	<hr/> <hr/> <hr/>
0002AB	IS Support for Base Period, Contract Year 2	1	LOT	Est. Cost Fixed Fee Total CPFF	<hr/> <hr/> <hr/>
0002AC	OPTION IS Support for Contract Year 3	1	LOT	Est. Cost Fixed Fee Total CPFF	<hr/> <hr/> <hr/>
0002AD	OPTION IS Support for Contract Year 4	1	LOT	Est. Cost Fixed Fee Total CPFF	<hr/> <hr/> <hr/>
0002AE	OPTION IS Support for Contract Year 5	1	LOT	Est. Cost Fixed Fee Total CPFF	<hr/> <hr/> <hr/>
0003	OPTION Operational Research and Analysis (ORA) Support per Paragraph C.4 of the Statement of Work				
0003AA	OPTION ORA Support for Contract Year 3	1	LOT	Est. Cost Fixed Fee Total CPFF	<hr/> <hr/> <hr/>
0003AB	OPTION ORA Support for Contract Year 4	1	LOT	Est. Cost Fixed Fee Total CPFF	<hr/> <hr/> <hr/>
0003AC	OPTION ORA Support for Contract Year 5	1	LOT	Est. Cost Fixed Fee Total CPFF	<hr/>



## **SECTION C – STATEMENT OF WORK**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1 GENERAL INFORMATION**

##### **C.1.A. INTRODUCTION**

This contract will provide onsite Technical Support Services for the Volpe National Transportation Systems Center (Volpe Center) in the Information Systems (IS) functional area and an option to acquire onsite services in the Operations Research and Analysis (ORA) functional area.

##### **C.1.B. BACKGROUND**

The Volpe Center is an organization within the Research and Special Programs Administration of the Department of Transportation (DOT). The Volpe Center, in partnership with sponsoring organizations, provides a broad range of technical research, analysis, and development services to the DOT and other Federal agencies in support of their transportation and logistics-related missions. The Volpe Center is directly funded by sponsoring organizations and, therefore, is responsive to market forces. The Volpe Center performs its role in an environment that demands entrepreneurial initiative to seek out project opportunities and an ability to quickly respond to new and changing sponsor requirements.

The portfolio of 300+ projects performed for sponsors varies in number, scope, and substance over the course of any year. The Volpe Center's staffing strategy uses a combination of Federal and Contractor employees to meet the broad range and quantity of skills needed to support projects. Through onsite technical support contracts and other contracts, the Volpe Center can respond to uncertain, long-range requirements of these technical programs by establishing a "pool" of easily accessed professional, technical personnel. This requirement for an onsite dedicated labor pool is currently being met by two contracts, the onsite Information Systems Support Services (ISSS) Contract No. DTRS57-97-C-00064 and the onsite Operations Research Analysis and Engineering (ORA&E) Support Services Contract No. DTRS57-97-C-00095.

##### **C.1.C. SCOPE**

The objective of this contract is to provide a dedicated labor pool of information systems engineering and technology professionals capable of meeting the Volpe Center's programmatic requirements. This contract also includes an option for providing a dedicated pool of highly skilled professionals in the transportation and logistics operations research and analysis functional area. Due to the changing nature of the extensive portfolio of projects, this dedicated workforce must be easily accessible and flexible. It must be readily responsive to changing customer requirements and quickly provide the specific technical capabilities that will enable the Volpe Center to take advantage of opportunities for new work. This contract must also be managed so that the workforce can be scaled up or down in accordance with changing project requirements.

#### **C.2 CONTRACT MANAGEMENT AND ADMINISTRATION (CLIN 0001)**

Contract Management and Administration shall be performed on a cost-plus-award-fee basis. Award fee will be determined in accordance with the Performance Evaluation Plan included in Section J, Attachment J.5.

## **C.2.A. CONTRACT MANAGEMENT**

This requirement is for overall management of the work to be performed on this contract. The Contractor shall provide a management team capable of performing the necessary technical and administrative management functions required for effective contract performance.

### **1. TECHNICAL LEADERSHIP**

The Contractor shall provide technical support and leadership in information systems (IS) engineering which will: (1) provide a strong information systems capability to support Volpe Center projects (current and future); (2) identify emerging information technologies and methodologies relevant to the work of the Volpe Center; and (3) provide project guidance to meet project goals on time, within budget, and with a quality product.

#### **DELIVERABLE:**

#### **RED-YELLOW-GREEN (RYG) SUMMARY REPORTS**

A full set of summary status reports shall be submitted in electronic format, in accordance with guidelines detailed in Section J, Attachment J.2 - ELECTRONIC SUBMISSION REQUIREMENTS, to the COTR on a monthly basis in accordance with the procedures contained in Section J, Attachment J.6. – RED-YELLOW-GREEN REPORTING FORMATS. An oral presentation based upon the RYG Summary Reports shall be given twice yearly for each Volpe Center Office Directorate with regard to Directorate work being performed on this contract. At the end of each round of Office Directorate briefings, the Contractor shall give a wrap-up briefing to the COTR.

### **2. PROJECT STAFFING**

The Contractor shall maintain the necessary staffing level and labor mix to meet the requirements set forth in Section C and to be flexible enough to respond to shifts in program emphasis and direction with minimal downtime. The Contractor shall ensure that all tasks are staffed with appropriately skilled information systems/information technology professionals, and operations research and analysis professionals upon exercise of CLIN 0003, and that staff turnover is managed with minimal disruption to the task effort. At the same time, the Contractor shall ensure optimum utilization of its staff members by planning for staff transition from one task to another with minimal downtime between tasks.

The Contractor shall ensure that all Volpe requirements are met with sufficiently qualified staffing. The Contractor shall carry out regular evaluations of staff performance, hire and discharge staff as necessary, arrange for appropriate staff training, and fulfill such other organizational development and human resources functions as necessary to maintain a highly qualified and motivated workforce to support Volpe Center tasks.

#### **DELIVERABLE:**

#### **STAFF QUALIFICATIONS**

The Contractor shall provide to the COTR electronic copies of resumes, in accordance with guidelines detailed in Section J, Attachment J.2 - ELECTRONIC SUBMISSION REQUIREMENTS, of all employees for verification of labor category qualifications within 30 days of employment.

The Contractor shall provide the COTR with a monthly staffing report in accordance with guidelines detailed in Section J, Attachment J.7 – MONTHLY STAFFING REPORT REQUIREMENTS, of all requisitions for hires and their status.

### **3. CONTRACT COST CONTROL**

This contract is funded through cost recovery from users of the technical labor. The Contractor shall provide data and methodologies for estimating annual costs, demand for labor, and rate setting for labor categories. The Contractor shall track cost recovery, analyze cost and labor utilization variances, and report to the COTR at the end of fiscal quarters one and two and monthly through fiscal quarters three and four on projected under/over recovery. More frequent estimates may be required in the last two months of the fiscal year.

The Contractor will be provided an account (titled the K account) for all activities covered by Section C.2.A and for activities covered by Sections C.3 and C.4 which are not appropriately charged as direct project labor (e.g., downtime, training, all-employee meetings). This account will be established at 5 percent of the estimated direct project labor charges for the fiscal year. The Contractor shall manage this allocation as a variable cost whereby any under/over delivery of direct project labor will correspondingly increase or decrease the K account allocation.

The Contractor will be provided an account (titled the E account) for all activities covered by Section C.2.B. This account will be established by the COTR and will be based on the Contractor's proposed costs for these functions, as adjusted for realism.

The Contractor shall track actual and projected E and K account expenditures and report to the COTR at the end of fiscal quarters one and two, and monthly through fiscal quarters three and four on projected under/over spending. More frequent estimates may be required in the last two months of the fiscal year.

### **4. QUALITY CONTROL**

The Contractor shall be responsible for supervising its technical staff and for assuring technical excellence in all work performed in support of Volpe Center projects. The Contractor shall communicate effectively in order to learn the expectations of the Volpe job initiators so as to ensure that all tasks are being performed with a level of quality, schedule, and cost that is consistent with the expectations of the Volpe job order initiators. The Contractor shall provide project management planning and establish a framework for coordinating the activities and results of multi-disciplinary teams.

The Contractor shall have a quality assurance program for all aspects of the work to be carried out under this contract. The quality assurance effort shall include numerical quality goals and objective quality measures for each task as applicable. The Contractor shall maintain documented standards for tracking quality, definition of measures, and procedures for timely correction. The Contractor shall provide a written description of its quality control program to the COTR within 30 calendar days of the effective date of the contract and annually thereafter with a cover memorandum identifying changes.

The Contractor shall have a control/configuration management system that will maintain control over assessments, reviews, operational concepts, requirements, specifications, design documents, source codes, object codes, script codes, test plans, procedures and reports, test configurations, maintenance and development tools, user and maintenance manuals, and interface control documents. For the information systems engineering work, the Contractor shall have a configuration management program in place at the time of contract award and shall maintain and improve this program throughout the contract performance period. The Contractor shall provide a written description of its configuration management program to

the COTR within 30 days of the effective date of the contract and annually thereafter with a cover memorandum identifying changes.

Documentation and project deliverables shall be provided in accordance with each job order specification. The Contractor shall have the capability to comply with Department of Defense (DOD) and information technology (IT) documentation standards. For example, a tailoring of previous standards [DOD-STD-2167A](#) and [MIL-STD-498](#) or the current standard [IEEE/EIA 12207](#) may be used as the basis for documentation requirements. Details involving inspection and acceptance guidelines and project deliverables are provided under Sections E and F.

## **C.2.B CONTRACT ADMINISTRATION**

This requirement is for the overall administrative support services necessary to support the contract management and technical tasks to be performed on this contract. The Contractor shall provide an administrative support team capable of performing the necessary technical and administrative management functions required for effective contract performance. The Contractor shall ensure a uniform operation consistent with the Volpe Center's financial management systems and job order system.

### **1. CONTRACTING OPERATIONS**

In support of this function, the Contractor's Program Manager shall serve as the primary interface with the Government on all contract-related matters. The Contractor shall prepare and submit contract modification proposals, invoices, and company correspondence; provide appropriate interface with Contractor corporate offices; prepare advance notifications to the Government as called for under the contract; prepare subcontracting consent requests; and negotiate, execute, and administer subcontracts.

The Contractor shall maintain a job order cost accounting system that will accumulate costs incurred for each job order of this contract. Labor hours will be identified by skill category. In submitting its vouchers/invoices for payment of costs incurred, the Contractor shall segregate labor hours and all other cost elements for the current billing period, and cumulatively from the inception of the contract and the beginning of the current contract year. Further guidance on billing is provided in Section J, Attachment J.1- BILLING INSTRUCTIONS AND PROCEDURES, or will be provided by the Contracting Officer (CO) and/or the Contracting Officer's Technical Representative (COTR).

Successful performance of this function requires:

- (1) Timely submission of accurate invoices with supporting documentation and explanation;
- (2) Timely submission of proposals for contract modification accompanied by accurate and complete supporting documentation (e.g., justification(s) that support requests and accurate financial calculations);
- (3) Timely submission of advance notifications;
- (4) Timely submission of appropriately documented consent requests for subcontractor use; and
- (5) Timely submission of accurate staffing activity reports.

### **2. JOB ORDER INITIATION AND CONTROL**

The Volpe Center manages its project work through a job order system. For every work request received, the Contractor shall produce a job order with appropriate supporting documentation, authorization, and

certifications. The Contractor shall use the Volpe Center's User Accountability System (UAS) to support this activity. (Job order and UAS formats and procedures are described in Section J, Attachments J.3 – JOB ORDER SYSTEM PROCEDURES, and J.4 – USER ACCOUNTABILITY SYSTEM FORMATS AND REPORTS.)

The Contractor shall maintain a complete central file of all approved job orders issued, which shall be made available for Government review whenever requested by the CO and/or the COTR. A copy of the file with all tasks issued during the period of performance of the contract shall be turned over to the Government at the expiration of the contract.

The Contractor shall ensure that charges against approved job orders do not exceed authorized funding levels. The Contractor shall issue appropriate notification to the Volpe Center job order initiators on each job order approaching 75 percent funding limits. (Note: Notification to job order initiators under this clause does not relieve the Contractor of its responsibility to notify the CO under the Limitation of Costs of Funds Clauses incorporated in Section I of this contract.)

#### DELIVERABLES:

##### **JOB ORDER SPECIFICATIONS**

The Contractor shall develop job order specifications (including changes in specifications to existing job orders) for each job order issued under the job order system. The job order specifications will follow the guidelines of the job order system. These specifications may be modified by the COTR and/or the job order initiator (for a specific task).

##### **JOB ORDER FILE**

The Contractor shall maintain a central job order file on all job orders issued. The file shall contain a complete record of all activity and support provided under that job, including job order forms, specifications, status reports, memos, reports, and an inventory of all software and other deliverables.

##### **MONTHLY STATUS REPORTS**

For each job order issued under the job order system, the Contractor shall submit in electronic format, in accordance with guidelines detailed in Section J, Attachment J.2 - **ELECTRONIC SUBMISSION REQUIREMENTS**, monthly status reports to the job order initiator and the COTR, which will include the following:

- (1) A brief description of task objectives;
- (2) Resource allocation to include:
  - Planned labor hours per labor category per month;
  - Actual fiscal year-to-date labor hours per employee and labor category per month; and
  - Funding information, including commitments and obligations by fiscal-year-to-date and obligations job-to-date;
- (3) Highlights of current activities;
- (4) Significant findings, problems, delays, events, trends, etc. during the reporting period which affect the performance of any task;



- (5) Specific action(s) requested of the Government to assist in the resolution of any problem identified; and
- (6) Items of special interest as requested by the COTR and/or the job order initiator.

Successful performance of this function requires:

- (1) Complete job order files with well defined task specifications and proper supporting documentation;
- (2) Timely notification of job orders reaching 75 percent of funding; and
- (3) Timely and complete submission of accurate monthly reports.

### **3. FUNDS CONTROL AND ACCOUNTABILITY**

The Contractor shall reconcile all invoiced costs for labor, travel, training, and overtime premium with the UAS. This will coincide with preparation and verification of the UAS input files; preparation of monthly funding and labor reports; reconciliation of Contractor and subcontractor timecards and labor delivery records; and reconciliation of travel, training, and overtime premium charges with the UAS.

#### **DELIVERABLES:**

##### **CONTRACT FUNDING AND LABOR REPORT**

The Contractor shall submit in electronic format, in accordance with guidelines detailed in Section J, Attachment J.2 - **ELECTRONIC SUBMISSION REQUIREMENTS**, to the CO and the COTR on a monthly basis a detailed funding and labor report reflecting current (coinciding with UAS cycles) and year-to-date utilization of resources expended under the contract for both prime and subcontractor support. The report shall address each contract line item and include a contract summary cover sheet in addition to the following:

- (1) Direct labor hours and direct labor cost by major organizational unit, labor category, and funding source (direct, indirect, or Program Development and Resource Management Division);
- (2) Summary of total estimated versus actual contract cost (direct labor, burden, other direct costs (ODC), etc.);
- (3) Highlights and major events occurring during the reporting period; and
- (4) Property management and facilities activities during the reporting period.

##### **USER ACCOUNTABILITY SYSTEM (UAS) INPUT FILES**

The Volpe Center's Program Development and Resource Management Division will manage the operation of an automated Technical Support Services UAS for identification and reporting of all resources planned and expended against job orders issued under the job order system. The Contractor shall provide the necessary input files for processing on a weekly basis in accordance with the specifications provided by the Volpe Center UAS System Manager.

Successful performance of this function requires:

- (1) Timely submission of accurate Contract Funding and Labor Reports; and
- (2) Timely submission of complete and accurate UAS input files.

#### **4. ADMINISTRATIVE FUNCTIONS SUPPORT**

The Contractor shall provide administrative functions support and services essential to overall contract and project performance. These services include, but are not limited to, management of network support requests, travel and overtime arrangements, property management, storage and retrieval of classified material, security clearance acquisition, employee entrance/exit processing, shipping and receiving, acquisition of equipment and supplies, oversight of copying and fax equipment, and mail delivery.

##### **DELIVERABLES:**

##### **PROPERTY REPORTS**

At the beginning of the contract, the Contractor will be provided with a master schedule of all property turned over to its control. The Contractor shall submit a revised property master schedule (e.g., additions, deletions) to the CO and the COTR on a quarterly basis.

##### **PROPERTY INVENTORY LISTING**

Within 30 days after the end of each contract year, the Contractor shall perform a physical inventory and provide to the CO and the COTR the resulting, reconciled inventory schedule of all GFP under the Contractor's control, together with explanations of changes (e.g., additions, deletions, disposal, consumption) from the original master schedule.

Successful performance of this function requires:

- (1) The necessary administrative functions are performed so that Contractor staff are able to effectively perform tasks in support of Volpe center staff, and
- (2) Timely submission of accurate quarterly Property Reports and a contract year-end GFP inventory.

#### **5. FACILITIES SUPPORT/MANAGEMENT**

The Contractor shall provide an internal space/telecommunication function to ensure that proper and adequate facility and telecommunications services are provided for its staff and that adequate cost and accounting information is available to the Government. These services include, but are not limited to, leasing, allocation, and maintenance of off-site space, allocation and oversight of Volpe Center space, provision of telephones, including voice mail, for off-site space, and managing requests for phones.

DELIVERABLES:

**ANNUAL FACILITIES BUDGET**

An annual facilities budget for off-site leased space shall be submitted by the Contractor to the CO and the COTR within 20 days prior to the beginning of each contract year. The detailed budget shall include but is not limited to the categories of:

- (1) Space (e.g., rent, utilities)
- (2) Telecommunications (e.g., telephones, voice mail)
- (3) Backbone (e.g., networking charges)
- (4) Photocopying

**MONTHLY FACILITIES REPORTS**

The Contractor shall submit a facilities report in electronic format, in accordance with guidelines detailed in Section J, Attachment J.2 - ELECTRONIC SUBMISSION REQUIREMENTS, to the CO and the COTR on a monthly basis. The report shall follow and include the same categories proposed and approved in the Contractor's annual facilities budget. The monthly facilities report shall include budget amounts, amount spent year-to-date, projected costs for the remainder of the year by detailed category, and variances.

Successful performance of this function requires:

1. Accurate and complete cost and accounting information;
2. Timely submission of annual facilities budget and monthly facilities reports;
3. Necessary space and telecommunications support provided to Contractor staff to effectively support Volpe Center tasks;
4. Cost effective acquisition of off-site space; and
5. Managing within the facilities budget.

**C.3 INFORMATION SYSTEMS (IS) SUPPORT (CLIN 0002)**

**C.3.A. INTRODUCTION**

This requirement is to provide IS services to support a variety of Volpe Center transportation and logistics projects, on a cost-plus-fixed-fee basis.

**C.3.B. GENERAL REQUIREMENTS**

The Contractor shall provide staff resources capable of performing the necessary IS functions in response to task assignments presented by a variety of Volpe Center project leaders through the job order system. Task scope, level of effort (LOE), and performance periods vary widely; some tasks average more than 30 labor years per year and some less than 1 labor year. Periods of performance can range from several weeks to the length of the contract.

This functional area supports a very broad project base, covering every mode of transportation, a wide variety of sponsoring organizations, and a wide range of IS sub-areas. Work will address strategic and detailed technology assessments; requirements analysis; concept development, architecture design and alternatives analysis; software development, testing, and integration; system training; system maintenance; system operational support for both transportation and logistics management information systems; and command and control, communication, and intelligence systems. Services will cover the full spectrum from stand-alone applications to large-scale, integrated worldwide systems.

The Contractor shall provide corporate/contract knowledge-sharing mechanisms and staff with capabilities and experience relating to: (1) existing technologies/methodologies that address current logistics and transportation issues; and (2) cutting edge technologies and methodologies that show promise in transforming the transportation/logistics enterprise during the life of this contract.

### **C.3.C. FUNCTIONAL SUB-AREAS OF WORK**

The following sub-areas are included as part of the overall IS support requirement:

- 1.** Project Management and Control;
- 2.** System Framework;
- 3.** Implementation Strategy;
- 4.** Deployment;
- 5.** Operational Facility Support; and
- 6.** Technology Assessments and Modernization.

The descriptions that follow outline general work requirements typical in each sub-area, not actual tasks:

#### **1. Project Management and Control**

Under this sub-area, selected management approach and control mechanisms must be tailored at the task level to the development methodology chosen and must comply with the formal requirements of Volpe Center clients. The management approach must establish a framework for coordinating the activities and results of multi-disciplinary teams. Support is required to: (1) institutionalize the project management process; (2) implement adequate measures of performance; and (3) execute continuous improvements.

#### **2. System Framework**

Under this sub-area, support may be provided in the formulation, execution, and management of strategic and tactical plans supporting the definition of clear business goals and objectives, identifying risk factors and mitigation strategies, identifying and selecting appropriate information technology (IT) architectures, developing operational concepts, and aligning the use of IT with Departmental and/or Agency strategic goals and architectures. Such projects may require extensive, technology-supported collaboration among geographically-dispersed participants. Typically, this work includes performing environmental scans, supporting outreach activities to customers and stakeholders, and developing an assessment of the market and other institutional forces that drive the organization's mission and functions. Work may also require identification of information flows, systems, and processes within an organization through specialized studies, reviews, and analyses. In addition, efforts may require assessment of effectiveness and suitability of systems (particularly of new and emerging systems), and knowledge and application of best practices and of metrics for measuring system and process effectiveness. System framework activities will include, but are not necessarily limited to, the following areas:

### **Strategic Planning**

When performed as an integral part of an IS task, skills may be required to help sponsoring organizations address broad, long-term issues and focus on critical functional goals and objectives.

### **Information System Architectures**

In the life cycle evolution of IS tasks, skills may be required to help sponsoring organizations develop business and technical architecture plans (long range, i.e., 5-10 years, and near term, i.e., 1-5 years) for IS investments that conform to business goals, transform the organization, and meet client acceptable risk levels. The plans will be used for the analysis of existing systems and the synthesis of future systems. These architectures need to provide a basis to construct and maintain systems, subsystems and modules, in a predictable manner. Such plans may address enterprise models, data architectures, software applications architectures, and systems technology architectures.

### **Project Planning**

Skills may be required to help sponsoring organizations define, initiate, and manage individual projects consistent with strategic information systems architecture planning. Such projects may involve detailed definition of new/revised work systems (including process change and technology alternatives) as well as minimum critical requirements, systems performance analyses, deployment strategies, risk identification, and mitigation analyses. An essential result of this phase is the decision of whether or not to carry out the development of either technology change, work systems change or both and, if so, how to execute these changes (e.g., in series or in parallel).

## **3. Implementation Strategy**

### **(a) Individual Information Systems Development**

Under this sub-area, support may be required in the definition and construction of specialized stand-alone systems and/or applications. These may be executive information systems, decision support systems, transaction-processing systems, modeling and/or simulation systems, or command and control systems. System components can be Commercial-Off-The-Shelf (COTS), non-developmental items, and/or custom-developed components. Capabilities are to be provided throughout the sequence of life cycle phases of IS systems development. Systems development skills may include but are not necessarily limited to the following functions:

#### **Requirements Analysis**

Skills may be required for the definition of system functional requirements resulting from structured, logical analysis of entity relationships, functional and information flows within the enterprise, process and organizational modeling, functional modeling and analysis, inventory of existing data stores, and other related concepts. Work may involve detailed analysis of complex transportation and logistics IS systems.

## **Design of Information Systems and Work Systems**

Skills may be required for developing a description of the hardware, software, data, and systems configurations that satisfy functional requirements and other considerations including cost constraints, available technologies, and associated price/performance realities. Designs will address data structures, process modeling, process automation, and user interfaces. Software and hardware specifications developed in accordance with applicable standards (e.g., [MIL-STD-498](#), [IEEE/EIA 12207.0-2](#), Internet Engineering Task Force or other accepted commercial standards), along with general workflow specifications, would be primary products of this activity. Design may also be accomplished in a rapid prototyping environment such as Joint Application Development (JAD).

## **Social System Analysis**

Skills may be required for detailed definition of key unresolved issues related to the work systems or business processes to be automated, with particular attention to factors that influence employees' commitment and competence as well as overall coordination with respect to a new information system. For example, job satisfaction characteristics may need to be examined for a workforce to provide essential data to evaluate system design options.

## **System Development and Implementation**

Skills may be required for the development, integration, testing, and deployment of system components and the training of users. System documentation and the development and loading of the initial database also occur in this phase of the life cycle. This phase may require the acquisition of system components for prototype development.

## **Initial System Operation and Maintenance**

Skills may be required for the management and operation of system facilities and support of users during the initial operations. Configuration management, error correction, special system diagnostic support, performance improvement, and capacity management are examples of activities under this phase.

## **(b) Multiple Information Systems Integration**

In this sub-area, support may be required for the integration of existing and proposed information systems. This support may be applied within a large complex system development effort or across many such systems. This support may also cut across transportation modalities and involve COTS, non-developmental items, and/or custom developed components. Integration may evolve over time during the migration from the existing systems infrastructure to the proposed systems architecture. Integration activities will include, but are not necessarily limited to, the following functions:

### **Technical Integration**

Skill sets for this area may include the ability to perform analysis, design, development, and implementation of compatible logical and physical interfaces between systems or subsystems, including the internet working of local and wide area network (LAN and WAN) systems.

### **Functional Integration**

Skill sets for this area may include the ability to perform analysis, design, development, and implementation of compatible functional interfaces between or among the functions performed on separate systems or within major modules.

### **Organizational Integration**

Skill sets for this area may include the ability to perform analysis, design, development, and implementation of structural changes in organizational systems that encourage coordination and cooperation among multiple units to gain from technical or functional integration.

### **Data Integration**

Skill sets for this area may include the ability to perform reconciliation of semantically and structurally inconsistent information and data element definitions.

### **Programmatic Integration**

Skill sets for this area may include the ability to plan and coordinate schedules, funding, and resource allocations among systems or subsystems to be integrated.

## **4. Deployment**

In this sub-area, support will be provided in the integration and deployment of existing and proposed information systems. This support may be applied within a large complex system development or across many such systems. Integration may evolve over time during the migration from the existing systems infrastructure to the proposed systems architecture. Deployment activities will include, but are not necessarily limited, to the following functions:

### **Deployment Planning**

A deployment plan will serve as a roadmap and describe the actions required to facilitate the implementation of a technology at a single site and, if required, subsequent deployment at multiple sites. Skills may be required to develop detailed plans that include schedules and major milestones, a Work Breakdown Structure (WBS) of activities, a resource-loaded schedule and budget, technology considerations, and infrastructure considerations.

### **Risk Mitigation**

Since each IS deployment faces unique and sometimes unforeseen challenges, plans must be viewed as flexible and dynamic. Skills may be required to develop risk mitigation plans, deployment alternatives risk analysis, technology alternatives' analysis, end user acceptance, and site deployment contingency planning.

### **Site Installation**

The physical installation of the hardware and communication infrastructure and software is critical to the success of IS development. Skill may be required in the installation of network capabilities (from stringing cables and installing network hubs to network software configuration), hardware customization and setup, and software installation and site customization.



## **5. Operational Facility Support**

Under this sub-area, support may be required to provide IS facilities which are staffed on a continual seven-days-a-week, 24-hours-a-day (7x24) basis. Support may include, but is not limited to, the following areas:

- (a) Monitor and control functions of both a hub-site and multiple remote site facilities;
- (b) Communications network trouble shooting;
- (c) Software systems and equipment monitoring;
- (d) Hub-site facility management and operation;
- (e) Training programs;
- (f) Data archiving and management;
- (g) Help line;
- (h) Local and remote end-user support;
- (i) Status reporting; and
- (j) Emergency operational problem handling.

## **6. Technology Assessments and Modernization**

In this sub-area, in addition to specific project assistance, support may be required in the assessment of new Information System Development (ISD) methodologies and tools, new technologies, standards, and software and hardware for use in future system designs. Sub-areas skills may include, but are not necessarily limited to, the following functions:

### **Information System Development Methodology Assessment**

Skills may be required for the development of new and improved approaches to information strategic planning, return-on-investment analysis, and systems development and integration. New approaches are becoming available as a result of research and the availability of more powerful equipment, software, and group facilitation methods. Assessment and evaluation of these new developments represent an essential capability within this area.

### **Technology Assessment**

Skill may be required to evaluate the emergence of new computer equipment and peripherals, enterprise communications systems, new operating systems, applications software, and other technologies (e.g., electronic commerce, object technology, smart cards) plus technologies such as those highlighted in the Special Emphasis Areas (reference Section C.4.D.). These products are integral to the improvements in the transportation enterprise. This may require skills in the assessment and evaluation of new products and methods of technology application, including technology directions relevant to the Volpe Center projects.

### **Standards Assessment**

Skills may be required for the development of scalable, evolutionary systems in which the risk of obsolescence is minimized. This development approach requires the assessment of and adherence to a wide variety of standards, such as the digital interchange of text, image, audio, video, voice, and traditional data; general-purpose multi-user operating systems; and digital communications. This may require support to interpret and apply existing and emerging standards, including analysis and documentation to support a role as a participant in standards development.

## **Methodology Application and Software Process Improvement**

The Volpe Center may require support in its efforts to improve its awareness of and capability to apply particular ISD methodologies or to apply the guidelines or industry-wide standards such as the International Standards Organization (ISO)-9000 or the [Software Engineering Institute's Capability Maturity Model \(CMM\)](#). Skills may be required for the preparation of project plans and documents that follow designated methodologies or standards; the preparation of such documents as tailored process guidelines, risk management plans, and software process improvement plans; or working with Volpe Center software development projects toward achieving ISO or CMM compliance.

### **C.3.D. SPECIAL EMPHASIS AREAS**

Following are several areas of special emphasis that are representative of recent IS engineering tasks.

#### **1. Information Systems Security**

Projects at the Volpe Center increasingly deal with software and hardware security standards. Work within this area is expected to concentrate on the evaluation, design, testing, training, and improvement of IS security.

#### **2. Networking And Communications (National And International Standards)**

Digital communications technology is rapidly increasing in power and flexibility. As a result, demand for easier, faster, and higher-capacity communications is growing. Work within this area is expected to focus on the development and analysis of network architectures and communication technologies and standards.

#### **3. Information Distribution And Warehousing**

Projects at the Volpe Center increasingly deal with the storage and dissemination of large quantities of data. Under this area, technical support is needed to determine the application of new technologies and concepts related to both logistics and transportation systems.

#### **4. Artificial Intelligence (AI)/Expert Systems**

Projects at the Volpe Center increasingly consider the application of AI as a means of meeting project requirements. Expert systems, voice recognition, semantic inference, virtual reality, and robotics capabilities are in greater and greater demand. In this area, technical support is needed to determine the feasibility of using AI approaches in customer applications; e.g., distribution, fault detection, and asset management.

#### **5. Distributed Databases**

The geographical disaggregation of information is essential to large organizations like the Federal Aviation Administration (FAA), the Department of Defense (DoD), and the U.S. Coast Guard (USCG). Database technology is approaching the capability of providing full database services over a dispersed heterogeneous network of computers. As this technology becomes available, its application to projects will be a high priority.

## **6. Geographic Information Systems (GIS)**

An increasing number of projects at the Volpe Center are using GIS as a platform for managing data and displaying the results of transportation analyses. In this area, support is needed to apply GIS technology in the development of transportation analysis procedures.

## **7. Applied Behavioral Science**

Frequently, support must encompass not only the skills associated with the system's hardware and software technology but also the applied behavioral science skills required to: (1) help the organization achieve consensus on broad business strategies and information resource management plans; (2) design and implement new or re-engineered work systems processes that support business strategies and become the basis for introducing new technologies; and (3) develop and maintain the organization's commitment to make the information system investments and functional work system changes successful. Work within this area may include the application of applied behavioral science concepts to the planning, development, and dissemination of IS systems.

## **8. Human Factors**

Projects at the Volpe Center increasingly deal with the application of human factors to the IS design and development of transportation and logistics systems. Human factors are crucial to maintaining system safety and expanding system capacity. As technology continues to be applied to transportation and logistics systems, human interactions with those technologies become increasingly more important to the safety and usability of the systems as well as user acceptance.

In this area, support is needed to (1) develop IS interfaces that account for human interaction with the systems; (2) perform analysis of software interfaces, IS training, and imbedded IS processes; (3) develop performance measures to evaluate the reduction of accidents attributed to IS designs and implementation; and (4) develop strategies to mitigate the consequences of human errors when they do occur.

## **C.4 OPTION FOR OPERATIONS RESEARCH AND ANALYSIS (ORA) SUPPORT (CLIN 0003)**

### **C.4.A. INTRODUCTION**

This requirement is to provide ORA services to support a variety of Volpe Center transportation and logistics projects on a cost-plus-fixed-fee basis. The Government may decide to exercise the option(s) for these services if it is determined that the exercise of the option is the most advantageous method of fulfilling the Government's need, price and other factors considered. NOTE: These options apply to the third, fourth, and fifth year of contract performance.

### **C.4.B. GENERAL REQUIREMENTS**

The Government will give the Contractor written notice of its intent to exercise this option at least 90 calendar days in advance of the effective date. In its written notice of intent, the Government will ask the Contractor for resumes of the key personnel within the ORA functional area. Upon acceptance by the Government, these key personnel will be added to Section I.9 of this contract. Thereafter, the Contractor shall provide staff resources capable of performing the necessary ORA functions in response to task assignments presented by a variety of Volpe Center project leaders through the job order system. Task scope, LOE, and performance periods vary; some tasks average 5 labor years per year and some are less than 1/2 of a labor year. Periods of performance can range from several weeks to the entire term of the option periods.

This functional area supports a very broad project base covering every mode of transportation, a wide variety of sponsoring organizations, and a wide variety of sub-areas. It broadly addresses the analysis and assessment of transportation systems and issues from a variety of perspectives. These perspectives include system performance and effectiveness, safety assessments, supply and demand forecasts, impact analysis, socio-economic analysis, industry analysis, policy and regulatory development, strategic planning, operations and maintenance assessment, risk assessments, capital investment needs, infrastructure and equipment management, metrics development, and critical technologies planning and evaluation. Projects generally address issues of national importance, requiring an appreciation of local, national, and international transportation issues and trends; an inter-modal perspective; and an appreciation for the various public and private interests at work within these areas.

#### **C.4.C. FUNCTIONAL SUB-AREAS OF WORK**

The following sub-areas are included as part of the overall ORA support covered by this requirement.

1. System Operational Performance
2. System and Policy Impacts
3. Industry Analysis
4. Improvement of Operational Performance
5. Technological Advances
6. Strategic Framework
7. Engineering Support

The descriptions that follow outline the general work requirements typical in each sub-area, not actual tasks.

##### **1. System Operational Performance: Assessment of Transportation/Logistics System Performance and Effectiveness**

This sub-area includes the application of theoretical and practical analysis techniques to existing and anticipated issues relating to large-scale transportation and logistics systems. Typically, this work will include developing and applying simulation techniques, closed-form models, and systems analysis to assess the performance and effectiveness of large-scale transportation and logistics systems and/or their component parts.

Work may involve analysis of (and/or development of systems which allow for the analysis of) transportation/logistics system issues such as supply and demand for services, infrastructure, vehicle performance, evaluation of one or multiple transportation modes, asset management, traffic flow and demographics, operator performance, fleet mix, safety, system security, timeliness, cost, and other performance metrics.

Work in this area may require specialists knowledgeable about the transportation sector and its operations and skilled in the use of statistical analysis tools, modeling and simulation, linear and non-linear programming, queuing theory, network theory and analyses, financial/economic analysis, community and urban planning, human factors, and/or organizational behavior.

##### **2. System and Policy Impacts: Analysis of Impacts of Transportation/Logistics Systems and Policies**

This sub-area covers analyses of the impacts of the flow of people and goods and/or transportation/logistics systems and operations on society and the environment. In addition, this work area covers the impact of Government regulation on the transportation industry and commercial enterprise. Work in this area may

include safety and environmental impact and risk analyses of transportation/logistics systems and components as they relate to health and welfare, land and energy use, material consumption, noise, air quality, pollution, quality of life issues, and social objectives. The work may also include analyses of public policy options and their impact on domestic inter-modal competition, international competitiveness, socio-economic policy, and/or environmental quality.

Work under this area may also include analyses of the impact of proposed public policy options or regulatory changes on private and public carriers, users, the transportation supply industry, and governments. Analyses may be at the macro or micro level depending on the scale and breadth of the subject matter.

Work in this area may require specialists knowledgeable about the transportation industry and related public policy and skilled in statistical analyses, modeling and simulation, linear and non-linear programming, risk analysis, financial/economic analysis, and human factors. Work may also require expert engineering/scientific/professional skills to perform specialized studies relating to the environment, community/urban planning, public health and welfare, and the economy.

### **3. Industry Analysis: Collection of Transportation-Related Data and Assessment of Business and Economic Factors within the Transportation Industry**

This sub-area covers analyses of the business and economic aspects of the transportation industry, including issues of finance, business case analysis, market analysis, supply and demand forecasting, regulatory analysis, and productivity analysis. Included in this area are the gathering, compilation, and analysis of transportation-related data and statistics. Work may encompass economic analyses of alternative transportation investments; estimating demand for transportation services in selected markets; analysis and evaluation of transportation user charges; cost-benefit analysis and capital budget estimating for systems and infrastructure renewal; transportation operator and supply industry analysis; and financial planning. The work may also encompass development of systems to manage and monitor industry processes and activities.

Work in this area may require specialists knowledgeable about the transportation industry and skilled in financial and economic analysis, analysis of business practices and organization behavior, marketing, statistics/mathematics, information gathering/analysis/management/dissemination, and industrial engineering and psychology.

### **4. Improvement of Operational Performance: Assessment and Development of Transportation/Logistics Systems and Maintenance Processes and Procedures**

This sub-area includes the application of theoretical and practical analysis techniques to existing and anticipated problems of large-scale transportation and logistics systems. Typically, this work will include developing and applying simulation techniques, closed-form models, and systems analysis related to evaluation and design/development of transportation/logistic system operations and concepts. Work may include the definition of new or modified operating concepts that satisfy requirements and enhance performance and/or the conduct of impact assessments of new or modified concepts and modules to validate and verify compatibility and satisfaction of defined requirements. Job orders may also involve delay analysis, arrival and trip time variability analyses, and the design and testing of new or enhanced processes to improve system performance (e.g., operator procedures, safety procedures, and automated information systems for decision support).

Work in this area may require specialists knowledgeable about the transportation industry, particularly system/logistics operational practices and processes. Specialists will require skills in statistical analyses, modeling and simulation, linear and non-linear programming, queuing theory, network theory and analyses, industrial psychology and engineering, organization behavior, and information systems design, development, and deployment. Work may also require expert engineering/scientific/professional skills to perform specialized studies relating to the environment, human factors, and public health.

## **Technological Advances: Assessment of Transportation/Logistics Technologies and Research and Development Needs and Policies**

This sub-area includes the application of theoretical and practical analysis techniques to the assessment of transportation/logistics-related technology. Work in this area may include the assessment and selection of appropriate technologies available to improve current transportation and logistics operations, including vehicle, guideway, command and control, maintenance, supply, scheduling, system security, and distribution systems. The work may include technology forecasting, technology assessments, and cost-benefit studies, and knowledge of existing transportation/logistics practices and software. This area also covers the study and assessment of transportation research and development issues, programs, and activities for the purpose of making and furthering transportation public policy.

Work in this area may require specialists with a broad knowledge of and a strategic perspective on transportation enterprise accomplishments and scientific and engineering knowledge of a wide range of transportation-related technologies.

### **5. Strategic Framework: Strategic Planning and Organizational Structures and Processes**

This sub-area complements the Strategic Framework area identified in C.3.C., IS Support. This area covers strategic transportation system planning. Tasks may take into account present systems and technologies, policy guidance concerning future system directions, system synthesis and analysis, and a number of economic, legal, and management factors. In general, these efforts will assist top Government officials in making decisions concerning the need for, timing of, and expected adequacy of proposed transportation/logistics systems and programs.

This task area also covers activities whose primary purpose is to develop groups and organizations in ways that increase their effectiveness. Such activities may be in direct support of strategic planning initiatives or other organizational improvement efforts. Activities are focused at a variety of organizational levels, and clients range from senior executives to "diagonal slice" work groups, and typically involve providing assistance to a client agency of the Volpe Center in one or more aspects of managing transitions from a current to a desired future state.

Work in this area may require specialists knowledgeable about the transportation industry and skilled in the methods and practices associated with organizational management and strategic planning, as well as theories of "total quality management," "action research," and "group and organizational systems dynamics."

### **6. Engineering Support**

The Contractor shall provide, if and when needed, skills in several engineering disciplines to support a variety of analytical engineering efforts across the broad range of activities as described above. Typically, engineering skills and expertise, if required, will be part of multi-disciplinary project teams. These skills include but are not limited to:

- Electronics Engineer
- Mechanical Engineer
- Civil Engineer
- Electrical Engineer
- Industrial Engineer
- Marine Engineer
- Engineering Psychologist
- Chemical Engineer
- Environmental Engineer
- Network Engineer
- Telecommunications Specialist
- Guidance/Control Specialist
- Navigation Specialist
- Security Specialist



## **C.5 TRANSITION (CLIN 0004)**

### **C.5.A. IS TRANSITION**

This requirement is to transition from the existing onsite ISSS contract to this contract. The Contractor shall perform on a fixed-price basis the necessary tasks during the transition period to ensure the Contractor can achieve satisfactory performance on the first day of the base period.

#### DELIVERABLE:

##### **IS TRANSITION PLAN**

The Contractor shall provide to the CO and the COTR a written Transition Plan within two weeks after contract award covering the following:

- (1) Key transition personnel;
- (2) Schedule of activities;
- (3) Understanding of current workload and milestones;
- (4) Plan for minimizing disruption to ongoing tasks;
- (5) Plan for staffing projects;
- (6) Communications with key stakeholders; e.g., incumbent staff, COTR and CO, Volpe job initiators;
- (7) UAS operation;
- (8) Understanding of and systems for tracking cost recovery and schedules for electronic reporting; and
- (9) Plan for acquisition of space and facilities budgeting.

Successful Contractor performance of this function shall be evaluated using the following criteria:

- (1) Lack of disruption to ongoing work;
- (2) Adequate staffing of projects;
- (3) Timely and effective communications regarding transition issues with key stakeholders;
- (4) Timely and accurate UAS records and files; and
- (5) Timely and accurate electronic reports.

### **C.5.B. ORA OPTION TRANSITION**

This requirement is to transition from the existing onsite ORA&E contract to this contract upon exercise of the option for ORA Support Services (CLIN 0003). The Contractor shall perform the necessary tasks during the transition period to ensure the Contractor can achieve satisfactory performance on the first day of the option period.

#### DELIVERABLE:

##### **ORA TRANSITION PLAN**

The Contractor shall deliver to the CO and the COTR a written Transition Plan at the time specified in the written notification by the CO of the Government's intent to exercise the option. At a minimum, the plan shall cover the following:



- (1) Key transition personnel;
- (2) Schedule of activities;
- (3) Understanding the current workload and milestones;
- (4) Plan for minimizing disruption to ongoing tasks;
- (5) Plan for staffing projects;
- (6) Communications with key stakeholders; e.g., incumbent staff, COTR, CO, Volpe job order initiators;
- (7) Incorporating ORA activities into the UAS operation;
- (8) Incorporating ORA activities into the systems for tracking cost recovery; and
- (9) Incorporating ORA activities into the systems and schedules for electronic reporting.

Successful Contractor performance of this function shall be evaluated using the following criteria:

- (1) Lack of disruption to ongoing work;
- (2) Adequate staffing of projects;
- (3) Timely and effective communications regarding transition issues with key stakeholders;
- (4) Timely and accurate UAS records and files; and
- (5) Timely and accurate electronic reports.

## **C.6 SUPPORTING INFORMATION**

### **C.6.A. OFF-SITE SPACE**

Due to space limitations and/or in support of specific project requirements, the Contractor may be required to establish operations outside of the main Volpe Center complex. Initially, the Contractor shall provide off-site space to accommodate a minimum of 180 Contractor personnel and an additional 4,360 square feet for computer laboratory space in Cambridge, Massachusetts, and a minimum of 19 Contractor personnel in Washington, DC. (If the Government should exercise the ORA option (CLIN 0003), the Volpe Center will provide onsite office space for 70 additional Contractor personnel, so that no additional off-site space will be required.)

In Cambridge, the office and laboratory space must be within a 15-minute walking distance of the Volpe Center. In Washington, DC, the space must be provided either by the Government or leased by the Contractor and be in close proximity to the NASSIF Building at 400 7th Street S. W., and the FAA FOB10A facility at 800 Independence Avenue S. W. All leases will be subject to FAR 44.201-2 Consent Requirements.

In support of specific project requirements, the Contractor may also be required to house Contractor personnel near various sponsor sites within the United States. When an off-site operation (off-site of the Volpe Center premises in Cambridge, Massachusetts) is needed, the Contractor shall ensure that the operation is fully integrated into the Volpe Center's mode of operation in terms of user/customer interfaces, procedures for task initiation, progress reporting, cost/resource reporting, and accountability.

### **C.6.B. PARKING**

The Government will provide up to 125 onsite parking spaces at the Volpe Center for Contractor personnel at the time of contract award. Upon exercise of the ORA Support Option (CLIN 0003), the Government will provide up to 30 additional onsite parking spaces at the Volpe Center for Contractor personnel. These allocations are subject to change at the discretion of the Government.

**C.7 LEVEL OF EFFORT AND PERSONNEL QUALIFICATIONS (Applicable to CLINs 0002 and 0003, including any exercised options)**

**C.7.A. LEVEL OF EFFORT (LOE) (COST REIMBURSEMENT TYPE CONTRACT)**

- (a) The anticipated LOE during the period from November 1, 2000, to October 31, 2005, (inclusive of options if exercised), is identified in Tables A and B below. However, depending on the Center's workload, the estimated LOE may be modified annually, either upward or downward, by no more than 20 percent of the previous year's total anticipated LOE.
- (b) The Contractor agrees that effort performed in fulfillment of LOE obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace or work during lunch time activities. If work is to be performed at an employee's residence or other non-work location, the COTR must be notified of the "telecommuting" status.

**TABLE A  
LEVEL OF EFFORT FOR IS  
BY CONTRACT YEAR (CY)\***

<b>Labor Category</b>	<b>CY1</b>	<b>CY2</b>	<b>CY3</b>	<b>CY4</b>	<b>CY5</b>
IS Manager/Expert	5	5	5	5	5
IS Senior Engineer	22	22	22	22	22
IS Programmer/Analyst	33	33	33	33	33
IS Senior Programmer	26	26	26	26	26
IS Middle Engineer	34	34	34	34	34
IS Middle Programmer	32	32	32	32	32
IS Junior Engineer	35	35	35	35	35
IS Junior Programmer	23	23	23	23	23
Technical Documentation Specialist	5	5	5	5	5
Documentation Clerk	10	10	10	10	10
<b>Total</b>	<b>225</b>	<b>225</b>	<b>225</b>	<b>225</b>	<b>225</b>

**TABLE B**  
**LEVEL OF EFFORT FOR OPTIONAL ORA**  
**BY CONTRACT YEAR (CY)\***

<b>Labor Category</b>	<b>CY3</b>	<b>CY4</b>	<b>CY5</b>
ORA Specialist (Manager/Expert)	4	4	4
ORA Senior Specialist	13	13	13
ORA Senior Analyst	8	8	8
Senior Project Engineer	2	2	2
ORA Middle Analyst	17	17	17
Middle Project Engineer	1	1	1
ORA Junior Analyst	4	4	4
Junior Project Engineer	1	1	1
<b>Total</b>	<b>50</b>	<b>50</b>	<b>50</b>

\*LOE is expressed in labor years per year where one labor year equals 2,087 hours of productive direct labor (as defined in Section H.13).

### **C.7.B. PERSONNEL QUALIFICATIONS**

The following labor categories and qualifications provide the minimum qualifications for the labor categories listed in CLINs 0002 and 0003. The labor category descriptions depict the types of personnel that shall typically be provided by the Offeror in support of job orders.

Experience is considered qualifying when it is progressively responsible; is in areas directly related to the functions and level of the labor category; and it clearly provides the candidate with the ability to perform successfully the duties of the position after a normal orientation period.

Education is considered qualifying when it is obtained from an institution appropriately accredited by an organization recognized by the Secretary, U.S. Department of Education.

### **1. PERSONNEL QUALIFICATIONS APPLICABLE TO IS LABOR CATEGORIES**

#### **IS Manager/Expert**

##### **Functions:**

Performs information system project management for a very large task or several smaller tasks. This includes resource and labor loading, staff and technology selection, budgeting, task assignment and management, and progress reporting. Provides technical expertise in strategic planning, requirement analysis, operational concept development, software and hardware design, development, testing, and deployment efforts. Provides expertise in specifying, recommending, and selecting technology architectures suitable for the successful development of systems.

This category also covers expert level IS engineers.

**Requirements:**

Manager/Expert: Master's degree (or equivalent\*) and a minimum of ten years of experience with IS engineering. For manager positions, at least three (of the ten) years of experience must be as a project manager on a system analysis project or major hardware or software design and development program. Qualifying experience must include a minimum of five years of intensive training/experience in an IS area related to work covered in CLIN 0002.

**IS Engineer**

**Functions:**

Performs system engineering functions with an understanding of the pertinent state-of-the-art within this field. Projects involve extensive and complex hardware/software/network/database systems and major responsibility for hardware, network and software design, development, testing, and deployment activities. Provides engineering leadership and expertise within his/her field of technology.

**Requirements:**

Senior: Bachelor's degree (or equivalent\*) and a minimum of eight years of experience with IS engineering, at least five years of which must reflect extensive and in-depth experience in a technical subcategory of hardware, software, network, or database. At least two years of experience as a team leader on some form of system analysis project or major hardware or software design and development program is required. Experience must demonstrate an in-depth knowledge of the state-of-the-art technology related to work covered by CLIN 0002.

Middle: Bachelor's degree (or equivalent\*) and a minimum of five years of experience in IS engineering, at least three years of which must reflect extensive and in-depth experience in a technical subcategory of hardware, software, network, or database.

Junior: Bachelor's degree (or equivalent\*) and a minimum of two years of experience in IS engineering at least one year of which must reflect extensive and in-depth experience in a technical subcategory of hardware, software, network, or database.

**IS Programmer/Analyst**

**Functions:**

Provides expertise to conduct research, evaluations and studies and present recommendations/solutions related to short and long-term program planning requirements. Provides expertise in data and business process research and analysis and presents recommendations/solutions. Projects involve structured analysis techniques; expert systems and system application prototyping; operating systems and hardware interfaces; database structures, location, and data elements; and/or system benchmarking and performance evaluation.

**Requirements:**

Bachelor's degree (or equivalent\*) and a minimum of eight years of experience in IS analysis. Three of the eight years of experience must include major software project responsibility in one of the above technical expertise areas, including preparation of task specification and schedules, estimation of resource requirements, development of project specifications, preparation and review of project documentation, and

project control. Experience with several programming languages (C, C++, ADA, Java, etc.) or database management systems or automated tools is required.

## **IS Programmer**

### **Functions:**

Performs design, programming, testing, debugging, and support for IS projects on large mainframes, super-mini's, mini's, and/or micro-computers. Performs the full range of programming functions in at least one applicable programming language, other than BASIC, and one applicable operating system. Work involves the use of database management software and/or general purpose commercial applications software in the development of application programs. Tasks may involve at least one of the following technical areas: digital information communications and interchange applications; GUI tools; database management systems; web-based intranet/internet applications; client/server applications; multiple network/operating systems; and integration of custom code with COTS code.

### **Requirements:**

Senior: Bachelor's degree (or equivalent\*) and a minimum of eight years of applicable IS experience involving software development with either client/server or web-based applications. Experience must include a minimum of eight years of successful demonstration of skills in one of the above technical areas.

Middle: Bachelor's degree (or equivalent\*) and a minimum of five years of applicable IS experience involving software development with either client/server or web-based applications. Experience must include a minimum of three years of successful demonstration of skills in one of the above technical areas.

Junior: Bachelor's degree (or equivalent\*) and ability to develop software with either client/server or web-based applications.

## **Technical Documentation Specialist**

### **Functions:**

Performs preparation and production of formal documentation for IS, including online help systems or web-based documents. Provides expertise in the design, development, and preparation of formal user guides, including documentation guidelines, and IS system analysis and design documents.

### **Requirements:**

Bachelor's degree (or equivalent\*) and a minimum of five years of experience and demonstrated ability in technical document preparation, including use of automated documentation tools.

## **Documentation Clerk**

### **Functions:**

Performs editing, typing, and preparation of technical or IS documentation, maintenance of project files, preparation of memoranda of a technical and/or managerial nature, and maintenance of logs relating to work in progress, meetings, etc. Documentation will often involve flow diagrams, configuration drawings, functional systems flow diagrams, graphics, etc.

**Requirements:**

Two years of experience, at least one year of which must include typing/editing of technical and/or IS documentation, routine input of data into computerized files, and use of computer applications such as word processing, spreadsheets, and databases.

**\* Equivalency Table**

Labor Category	Qualifications Degree Only	Qualifications Degree + Experience	Qualifications Experience only
IS Manager/Expert	N/A	BA/BS plus 12 years MA/MS plus 10 years Ph.D. plus 7 years	15 years ♦
IS Senior Engineer IS Programmer/Analyst IS Senior Programmer	N/A	BA/BS plus 8 years MA/MS plus 6 years Ph.D. plus 3 years	11 years ♦
IS Middle Engineer IS Middle Programmer Technical Documentation Specialist	Ph.D.	BA/BS plus 5 years MA/MS plus 3 years	8 years ♦
IS Junior Engineer	MA/MS	BA/BS plus 2 years	5 years ♦
IS Junior Programmer	BA/BS	N/A	3 years ♦
Documentation Clerk	BA/BS	N/A	2 years
♦ When experience only is substituted, approval of the CO, or designee is required.			

In addition, the Contractor may, at the job order level and on a case-by-case basis, offer to the CO a candidate with special or market-scarce skills/qualifications for consideration in any of the labor categories cited above.

**2. PERSONNEL QUALIFICATIONS APPLICABLE TO ORA LABOR CATEGORIES****ORA Specialist****Functions:**

Performs studies, research, assessments, and analyses on transportation and logistics issues requiring professional techniques associated with the specialty disciplines of economics, psychology, operations research, industrial engineering, and mathematics/statistics. Tasks generally involve issues of national importance and focus on one or more of the following: operator and system performance and effectiveness; supply and demand forecasts; impact analysis; socio-economic analysis; industry analysis; policy and regulatory development; strategic planning; operations and maintenance assessment; risk assessments; capital investment needs; infrastructure and equipment management; metrics development; and critical technologies planning and evaluation.

**Requirements:**

Manager/Expert: Master's degree (or equivalent\*) in one of the functional specialties and a minimum of ten years of experience in the specialty area. For manager positions, at least three (of the ten) years of experience must be as a project manager on a large task or several small tasks involving complex transportation/logistics issues. Qualifying experience must include a minimum of five years of intensive experience in a specialized transportation/logistics area as it relates to work covered by CLIN 0003.

Senior Specialist: Bachelor's degree (or equivalent\*) in one of the functional specialties and a minimum of eight years of experience in the specialty area. Qualifying experience must include a minimum of five years of intensive experience in a specialized transportation/logistics area as it relates to work covered by CLIN 0003.

**ORA Analyst**

**Functions:**

Performs studies, research, assessments, and analyses on transportation and logistics issues requiring general and specialized analytical techniques, understanding of transportation/logistics issues, understanding of transportation industry (public and private), and/or understanding of transportation operations. Tasks generally involve issues of national importance and focus on one or more of the following: system performance and effectiveness, supply and demand forecasts, impact analysis, socio-economic analysis, industry analysis, policy and regulatory development, strategic planning, operations and maintenance assessment, risk assessments, capital investment needs, infrastructure and equipment management, metrics development, and critical technologies planning and evaluation.

**Requirements:**

Senior: Bachelor's degree (or equivalent\*) in one of the functional specialties and a minimum of eight years of experience in the specialty area. Qualifying experience must include a minimum of five years of intensive experience in a specialized transportation/logistics area as it relates to work covered by CLIN 0003.

Middle: Bachelor's degree (or equivalent\*) in one of the functional specialties and a minimum of five years of experience in the specialty area. Qualifying experience must include a minimum of three years intensive experience in a specialized transportation/logistics area as it relates to work covered by CLIN 0003.

Junior: Bachelor's degree (or equivalent\*) in one of the functional specialties.

**Project Engineer**

**Functions:**

Performs all phases of engineering support, including problem formulation/specification, system design, data collection, systems engineering and analysis, problem resolution, and documentation of results.

**Requirements:**

Senior: Bachelor's degree (or equivalent\*) in an engineering discipline and a minimum of eight years of progressively increasing responsibilities in directly related project areas. Experience must include five years of specialized engineering experience involving major project management responsibilities.



Middle: Bachelor's degree (or equivalent\*) in an engineering discipline and minimum of five years of progressively increasing responsibilities in directly related areas. Experience must include several phases typical of engineering support projects (e.g., problem formulation/ specification, system design, data collection, systems design, engineering and analysis, and documentation of results).

Junior: Bachelor's degree (or equivalent\*) preferably in an engineering discipline closely related to project requirements.

**\* Equivalency Table**

Labor Category	Qualifications Degree Only	Qualifications Degree + Experience	Qualifications Experience only
ORA Specialist (Manager/Expert)	N/A	Ph.D. plus 7 years MA/MS plus 10 years BA/BS plus 12 years	15 years ♦
ORA Senior Specialist ORA Senior Analyst Senior Project Engineer	N/A	BA/BS plus 8 years MA/MS plus 6 years Ph.D. plus 3 years	11 years ♦
ORA Middle Analyst Middle Project Engineer	Ph.D.	BA/BS plus 5 years MA/MS plus 3 years	8 years ♦
ORA Junior Analyst Junior Project Engineer	BA/BS	N/A	3 years ♦
♦ When experience only is substituted, approval of the CO, or designee is required.			

In addition, the Contractor may, at the job order level and on a case-by-case basis, offer to the CO a candidate with special or market-scarce skills/qualifications for consideration in any of the labor categories cited above.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 MARKING**

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall clearly indicate on a cover page the contract number and the job order number if applicable under which the information is being submitted, and shall describe the contents of the submission.

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar.htm>

<http://www.dot.gov/ost/m60/tamtar/>

Number	Title	Date
52.246-3	Inspection of Supplies--Cost-Reimbursement.	APR 1984*
52.246-4	Inspection of Services—Fixed Price	AUG 1996**
52.246-5	Inspection of Services--Cost-Reimbursement.	APR 1984 *

\* Applicable to CLINs 0001, 0002, 0003 and 0005

\*\* Applicable to CLIN 0004

### E.2 PLACE(S) OF PERFORMANCE AND INSPECTION/ACCEPTANCE

The places of performance set forth in Section F are hereby designated as the place for final inspection and acceptance.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 FAR CLAUSES INCORPORATED BY REFERENCE

<b>Number</b>	<b>Title</b>	<b>Date</b>
<b>52.242-15</b>	<b>Stop-Work Order. (AUG 1989) -- Alternate I</b>	<b>APR 1984</b>

### F.2 PERIOD OF PERFORMANCE

This contract shall be for a maximum period of five (5) years following the contract transition period, commencing on or about August 1, 2000, as shown in the following table. Full performance will begin on or about November 1, 2000.

CONTRACT MANAGEMENT AND ADMINISTRATION and INFORMATION SYSTEMS	
Transition	August 1, 2000-October 31, 2000
Base Period, Contract Year One	November 1, 2000-October 31, 2001
Base Period, Contract Year Two	November 1, 2001-October 31, 2002
Option Contract Year Three	November 1, 2002-October 31, 2003
Option Contract Year Four	November 1, 2003-October 31, 2004
Option Contract Year Five	November 1, 2004-October 31, 2005
OPERATIONS RESEARCH AND ANALYSIS (Optional Contract Line Item)	
Transition *	September 1, 2002-October 31, 2002
Transition *	September 1, 2003-October 31, 2003
Transition *	September 1, 2004-October 31, 2004
Contract Year Three	November 1, 2002-October 31, 2003
Contract Year Four	November 1, 2003-October 31, 2004
Contract Year Five	November 1, 2004-October 31, 2005

\* Only one transition will take place upon exercise of CLIN 0003.

### F.3 TRANSITION PERIOD

The transition period shall be for up to 90 days for IS immediately following contract award, and up to 60 days for ORA after exercise of the ORA option, if any, in accordance with the Contractor's transition plan (see Section B, CLIN 0004) as accepted by the Government.

### F.4 PLACE OF PERFORMANCE

The services to be provided under this contract shall be provided at the following locations:

DOT/RSPA/Volpe National Transportation Systems Center  
55 Broadway, Kendall Square  
Cambridge, MA 02142-1093

And at other locations as designated in job orders.

**F.5 DELIVERY SCHEDULES**

<b><u>Deliverable</u></b>	<b><u>Schedule</u></b>	<b><u>Deliver To Whom</u></b>
1. Job Order Specifications	As tasks are generated (C.2.B.)	Job Order Initiator
2. Job Order Files	As files are generated (C.2.B.)	CO/COTR upon request
3. Monthly Status Reports	Monthly by the tenth of each month (C.2.B)	Job Order Initiator and COTR
4. Contract Funding and Labor Report	Monthly by the tenth of each month (C.2.B)	CO/COTR
5. UAS Input Files	Weekly, files for previous week's activity due COB the following Monday (C.2.B)	UAS Manager
6. Property Reports	Quarterly, by the fifteenth of February, May, August, and November (C.2.B)	CO
7. Property Inventory Listing	Within 30 days after end of contract years 1-5 (C.2.B)	CO
8. Annual Facilities Budget	20 days before the start of the fiscal year (FY) for the transition period and contract years 1-4. (C.2.B)	CO/COTR
9. Monthly Facilities Reports	Monthly by the tenth of each month (C.2.B)	CO/COTR
10. RYG Reports for each Directorate	Monthly by the tenth of each month (C.2.A)	COTR
11. Program Reviews for each Directorate	Twice yearly as scheduled by COTR (C.2.A)	COTR
12. Staff Qualifications (resumes)	Within 30 days of employment (C.2.A)	COTR
13. Monthly Staffing Report	Monthly by tenth of each month (C.2.A)	COTR
14. Cost Recovery Reports	Within 20 days after end of the FY Q1 & 2; Within 20 days after each month of FY Q3 & 4; and As requested in FY months 11 & 12 (C.2.A)	COTR
15. E and K Account Reports	Within 20 days after end of FY Q1 & 2; Within 20 days after each month of FY Q3 & 4; and as requested in FY months 11 & 12 (C.2.A)	COTR
16. Initial Quality Control Program	Within 30 days after effective date of the contract (C.2.A)	COTR
17. Annual Quality Program Updates	Within 30 days after end of contract years 1-4 (C.2.A)	COTR
18. Initial Configuration Management Program	Within 30 days after effective date of the contract (C.2.A)	COTR
19. Annual Configuration Management Updates	Within 30 days after end of contract years 1-4 (C.2.A)	COTR
20. Task Deliverables	As provided for in each job order (J.3)	Job Order Initiator
21. IS Transition Plan	Within 2 weeks of contract award (C.5.A)	CO/COTR
22. ORA transition Plan	As specified in written notification to exercise ORA option (C.5.B)	CO/COTR
23. Certificates of Insurance Policies	Within 10 days of contract award (H.2.(c))	CO
24. List of Onsite Employees	As specified in H.4.(d) (2)	CO and COTR
25. Designate Safety Representative	Within 10 days of contract award (H.6. (b))	CO

## SECTION G - CONTRACT ADMINISTRATION DATA

### **G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

### **G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION**

The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend or modify from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of the ACO include, but are not limited to, analyzing and making recommendations on Contractor's proposals, offers, or quotations upon request of the CO; and approving Contractor's invoices in accordance with the terms of the contract.

A Job Order Initiator - The CO may designate the Job Order Initiator in a job order to act as a representative of the CO to perform the duties of the COTR in connection with the technical oversight of individual job orders.

The CO, ACO, the COTR, and the job order initiator, unless otherwise indicated, are located at:

DOT/RSPA/Volpe National Transportation Systems Center  
55 Broadway, Kendall Square  
Cambridge, MA 02142-1093

### **G.3 INCREMENTAL FUNDING – Applicable to CLINs 0001, 0002, 0003 and 0005**

Pursuant to FAR 52.232-22, entitled Limitation of Funds (APR 1984) herein incorporated by reference, this contract will be incrementally funded. The modification which allots funds to the contract will include the following information:

- The current estimated LOE and estimated cost;
- The amount allotted and obligated to the estimated cost; and
- The amount allotted and obligated for fixed fee/award fee.

The Limitation of Funds clause applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.

#### **G.4 PAYMENT OF FIXED FEE – Applicable to CLINs 0002 and 0003**

The Contractor may request provisional fee payment with each voucher. Provisional payment of fee will be subject to other relevant clauses of the contract, including retainage and Limitation of Funds.

The total fixed fee shall be payable upon receipt of a written certification from the Contractor that at least 90 percent of the LOE specified for the contract year has been expended. The Government may require the Contractor to provide additional effort up to 110 percent of the LOE specified for the contract year without any increase in the fixed fee. The fixed fee shall not vary with the cost of the actual effort supplied within this range.

In the event that less than 90 percent of the estimated LOE for the current year is actually expended by the end of the contract year, the Government shall reduce the fixed fee by the percentage by which the actual LOE is less than 90 percent of the estimated LOE.

#### **G.5 VOUCHER REVIEW**

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

#### **G.6 OVERTIME AUTHORIZATION**

The Contractor shall submit all requests for overtime to the COTR for approval. All requests must be supported in writing by the appropriate job order initiator. Any request for overtime which would have an impact on estimated job order cost must be further supported by an authorized modification to the job order. (NOTE: This overtime approval process does not replace or supersede the requirements of FAR 52.222-2, Payment for Overtime Premiums, or of FAR 52.222-41, Service Contract Act of 1965, as Amended, both of which are contained in Section I of this contract.)



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 INDIRECT COST RATE CEILINGS

Indirect cost rate ceilings limit the amount of indirect expenses reimbursable under the contract to the lower of the final, actual, indirect rate or the ceiling rate. For those CLINs that are not firm-fixed-price, the resultant contract shall include ceilings that limit the recovery of indirect costs, by contract year. Indirect costs that exceed ceiling rates shall not be recoverable under this or any other Government contract. Each indirect cost rate will have its own ceiling rate.

The indirect rate ceilings for this contract are shown in the table below.\*

Indirect Rate	Allocation Base	Base Period CY 1	Base Period CY 2	Option CY 3	Option CY 4	Option CY 5
Fringe Benefits						
Field Overhead						
G & A						
Other:						
Other:						
Other:						

All cost reimbursement subcontracts in excess of \$1,000,000 shall contain this same indirect rate ceilings clause.

\* To be completed at time of award.

### H.2. INSURANCE -- LIABILITY TO THIRD PERSONS

(a) In accordance with FAR 52.228-7, Insurance-Liability to Third Persons, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below. Such insurance is to specifically include liability assumed by the Contractor under this contract:

- (1) Workman's compensation insurance as required by law of the State.
- (2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- (3) Property damage liability with a limit of not less than \$100,000 for each accident.
- (4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

(b) A certificate of each policy of insurance shall be furnished to the CO within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The Insurance Companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished by the CO.

(c) If the Contractor is proposing to self insure, it shall submit its self-insurance proposal to the ACO for approval in accordance with FAR 28.308.

### **H.3 ADDITIONAL INSURANCE REQUIREMENTS**

#### **INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

In accordance with FAR 52.228-5, Insurance - Work on a Government Installation, in Section I, insurance of the following types and minimum amounts shall be procured and maintained during the entire period of performance under this contract:

- (a) Workman's Compensation and Employees Liability Insurance - as specified by applicable statute, but not less than \$100,000.
- (b) General Liability Insurance - Bodily Injury Liability- \$500,000 per occurrence.
- (c) Automobile Liability Insurance - \$400,000 per person, \$500,000 per occurrence bodily injury, \$20,000 per occurrence property damage.

### **H.4 SECURITY MEASURES ON THE VOLPE CENTER PREMISES**

Any work under this contract which is performed onsite at the Volpe Center is subject to the security requirements in place at the Center. The Contractor should coordinate compliance with the COTR.

- (a) The Contractor is responsible for ensuring that personnel follow the security requirements/regulations of the Volpe Center.
- (b) The Contractor is responsible for obtaining a copy of the Volpe Center's security requirements/regulations, Volpe Center Order 1680.1.
- (c) All items of Government Property are subject to the Volpe Center's security regulations.
- (d) In order to obtain items such as room keys, parking gate keys, and identification badges, the Contractor shall:
  - (1) Submit a written request for these items of property to the COTR, who will make arrangements with the Volpe Center Security Office for obtaining these items.
  - (2) Submit an electronic list, within ten (10) calendar days of contract award, a list of its onsite employees to the CO and the COTR. Once the list is submitted, the Contractor will notify the CO of any staff changes when they occur, and shall electronically update the list of onsite employees every six (6) months thereafter.
- (e) When an employee leaves or is no longer assigned to the Center, the Contractor shall provide written evidence to the CO of the return of the items of Government Property noted in (d) above. The return of these items of property shall be coordinated with the Volpe Center Security Office.

### **H.5 SECURITY AND POSITION SENSITIVITY DESIGNATIONS**

Portions of the work under Section C will require contract personnel with security clearances at Confidential or Secret levels, and in some instances, Top Secret. Cleared personnel must be available at the transition of the contract. The Contractor must also possess a Top Secret facility clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor shall be responsible for obtaining appropriate security clearance from the Defense

Investigative Service and for ensuring compliance by its employees and subcontractors(s) with the security regulations of the Government installation or Contractor (or subcontractor) facility where work is to be performed (See Section J.9 – DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD-254).

The Contractor shall comply with the following Position Sensitivity Designations as defined under DOT 1630.2A.

<u>Labor Category</u>	<u>Sensitivity Level</u>
Program Manager	3
Contract Administration personnel	2
Contract Management personnel	3
IS Manager/Expert	3
IS Senior Engineer	3
IS Senior Programmer/Analyst	3
IS Senior Programmer	3
*ORA Specialist (Manager/Expert)	3
*ORA Senior Specialist	3
*ORA Senior Analyst	3
*ORA Senior Engineer	3

\*Applicable if and when the Government exercises an option for ORA services.

## **H.6 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES**

Any work under this contract which is performed by the Contractor or any of its subcontractors on premises that are under direct control of the Government, is subject to the following provisions:

- (a) Performance of work on Government premises shall be confined to the area(s) specified by the CO or his/her duly authorized representative. In performance of this work, the Contractor shall conform to all safety rules and requirements in effect during the term of the contract and take such additional precautions as the CO may reasonably require for safety and accident prevention purposes.
- (b) The Contractor shall designate to the CO, in writing, a representative to serve as point of contact.
- (c) Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

## **H.7 HOURS OF WORK**

Contractor and subcontractor employees performing work on the Volpe Center premises under this contract shall adhere to the Volpe Center's established business hours, except as may be required by this contract to accomplish the performance of the work, or except as may be required by the CO or designated representative.

The Volpe Center will be closed during the ten holidays\* observed by the Federal Government on a yearly basis. In addition, when Government employees are, by Executive Order or by official closing of the Volpe Center, excused from duty without loss of pay, Contractor employees who are assigned for duty

at the Volpe Center may be similarly excused if they are ready, willing, and able to work. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost. Reimbursement shall be on a direct cost basis and shall be considered productive direct labor. This in no way relieves the Contractor of its responsibility for continuing performance of critical requirements for which special instructions will be issued to the Contractor by the CO or designated representative.

**\* FEDERAL HOLIDAYS**

Federal holidays are the only holidays observed by the DOT/Volpe Center and are defined as follows:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Whenever a recognized Federal holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. Whenever a recognized Federal holiday falls on a Sunday, the following Monday shall be observed as a holiday.

**H.8 WARRANTIES**

With respect to any equipment and/or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with any rights to replacement, service, or technical assistance, shall flow to or automatically be assigned to the Government.

**H.9 LICENSES**

With respect to any computer software, databases or other licensed product acquired under this contract for immediate or eventual delivery to or use by the Government, the Contractor shall identify the Government as the Licensee and ensure that the license, together with any associated rights, shall run to the Government.

**H.10 YEAR 2000 COMPLIANCE**

The Contractor shall ensure that all hardware, software, and firmware products delivered under this contract ("products") shall be year 2000 compliant. This means the product must be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, the product, when used in combination with other year 2000 compliant information technology, shall accurately process and exchange date/time data with it.

## **H.11 GPO PRINTING REQUIREMENT**

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

## **H.12 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS \***

(a) Work under this contract may provide the Contractor with access to advance information about future Government procurements, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements for, or the preparation of specifications for, various systems, equipment, hardware, and/or software. Without the following restrictions, the Contractor's objectivity in performing the work may be impaired by its other business activities; the nature of the work to be performed may result in unfair competitive advantage to the Contractor in future Government procurements; or the Contractor's ability to perform work required under future Government contracts in an objective manner may be impaired by its performance of work under this contract.

(b) In order to prevent a potential bias, unfair competitive advantage, or other potential conflict of interest, the Contractor shall be subject to the following restrictions:

(1) The Contractor shall be excluded from competition for, or award of, any Government contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has been made generally available to other persons or firms.

(2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor actually assists in the development of the Request for Quotation, specifications or Statement of Work.

(3) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract.

(4) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

(c) This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract for work which is the same or similar to work performed under this contract.

(d) The term "Contractor" as used in this clause includes any person, firm, or corporation which has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm, or corporation in or as to which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the Contractor, those of any corporation which has a majority or controlling interest in the Contractor, and those of any corporation in which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

(e) The Government may, in its sole discretion, waive any provisions of this clause if deemed to be in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

(f) If any provision of this clause excluded the Contractor from competition for, or award of, any contract, the Contractor will not be permitted to serve as a subcontractor, at any time, on such contract.

This contract is one of the Volpe Center's contracts for technical support services to be performed primarily onsite at the Volpe Center in Cambridge, Massachusetts. These contracts furnish institutional and programmatic support to many of the same projects that other Contractors will eventually work on. It is anticipated that onsite technical support services Contractors will have day-to-day involvement in Center projects that will provide them with advance, non-public information on upcoming competitions. If one of these Contractors were also awarded a separate contract, it could have an unfair competitive advantage over other Contractors. To avoid creating such an unfair competitive advantage, a Contractor awarded one of the onsite support services contracts will be precluded from receiving a Volpe contract in the Multiple Contractor Resource Base, either at the prime contract or the subcontract level. Subcontractors to one of the onsite support services Contractors will not be per se excluded from receiving a separate contract. In such a case, the prime Contractor will be expected to take mitigating actions to assure that it obtains no unfair competitive advantage either as a result of being a subcontractor to one of the onsite support services Contractors, or as a result of subcontracting with a firm that is a subcontractor to one of the onsite support services Contractors.

**\* NOTE: The following firms are considered to be precluded from award as the prime Contractor of this contract.**

**All prime Contractors and subcontractors for the following Volpe Center Multiple Contractor Resource Base (OMNI III) contracts that are currently in effect or will be in effect during the performance of this contract:**

- Security Systems (SS) (DTRS57-98-D-00022 through 00026)
- Communications, Navigation, and Surveillance (CNS) Systems (DTRS57-98-D-00047 through 00050)
- Operations Research and Analysis (ORA) (DTRS57-99-D-00030 through 00036)
- Information Systems Engineering (ISE) (To Be Determined)

### **H.13 MINIMUM PRODUCTIVE LABOR HOUR REQUIREMENTS**

A labor year, for purposes of this contract, is defined as 2,087 productive labor hours (excludes Federal Holidays). Productive labor hours are defined as those hours worked by Contractor employees in performance of services specified in Section C of this contract.

The minimum hours of labor specified in the Section C.7.A. in Tables A and B are for productive hours.

Each Contractor and subcontractor performing work under this contract shall keep the records identified below for each employee performing the work described in the contract:

- (1) Employee's name;
- (2) Employee's work classification(s);
- (3) Employee's daily hours worked at DOT/Volpe Center.

#### **H.14 TRAVEL**

Payment for travel directly related to the performance of work in accordance with Section C shall not be allowable unless authorized under a job order. The actual costs for lodging, meals and incidentals will be considered reasonable and allowable if they do not exceed the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations. A written justification must be provided for higher amounts in special or unusual circumstances, in accordance with FAR 31.205-46.

Compensation for time in excess of eight hours a day is allowable only to the extent such compensation conforms to established compensation practices throughout the Contractor's organization on non-Governmental work.

#### **H.15 SALES TAX EXEMPTION**

The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

The Contractor will be provided with Tax Exemption Certificates for the purpose of obtaining an exemption from state sales tax for supplies purchased under this procurement (see each individual job order). Notwithstanding the terms of the Federal, State, and Local taxes clause, if the Tax Exempt Certificate is not honored by the state, the Contractor shall state separately on its invoices the amount of state sales tax, and the Government agrees to either pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00, to provide evidence necessary to sustain the exemption.

#### **H.16 HANDLING OF DATA**

(a) The Contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

- (1) Knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; and
- (2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

(b) In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the CO for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.



(c) Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the CO promptly after award.

(d) The Contractor agrees to hold the Government harmless and indemnify the Government against any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

(e) The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that: (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would reasonably detract from the quality of effort; and (4) the Contractor provides the CO timely written advance notice of these and any other extenuating circumstances.

(f) Except as the CO specifically authorizes in writing, upon completion of all work under this contract, the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the CO. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the CO (or to a company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

(g) These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

(h) As used herein, the term "data" has the meaning set forth in FAR 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in FAR 52.227-14.

## **H.17 CONTRACTOR RESPONSIBILITY**

The Contractor shall, without additional expense to the Government, be responsible for all damage to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of work performed. Breakage or loss of office equipment or other property including that of a Government employee, which may occur in or about the building as a result of a fault or negligence in the Contractor's operations or fault or negligence in the actions of the Contractor's agent, subcontractors or its employees, shall be made good by the Contractor at its expense.

#### **H.18 ADJUSTMENT OF STAFFING LEVEL OR SKILL MIX – Applicable to CLINs 0002 and 0003**

The staffing requirements described in the Statement of Work represent the best estimate of the Government's needs at the outset of the contract, based on usage in the year prior to award. However, to assure that available Contractor staffing continues to match the Government's needs, the CO by contract modification may increase or decrease the total productive direct labor hours (or equivalent productive labor years) and/or skill mix by a maximum of 20 percent for any or each year of performance. The increase/decrease will be based on the prior year's usage.

Notwithstanding any increase or decrease under any other provision of the contract, including but not limited to the changes and terminations provisions, no increase will be made in the overhead and General and Administrative (G&A) ceiling rates established and made a part of this contract. Additional or reduced fixed fee will be negotiated for the year(s) in which the required increase or decrease is to take effect.

Further, if a staffing level increase/decrease or skill mix adjustment is required under this provision and results in an increase/decrease in direct labor hours or skill mix adjustment under any cost reimbursement subcontract, the subcontract estimated cost shall be increased or decreased.

The Government will provide the Contractor with advance notice at least 30 calendar days prior to the CO's issuance of a modification for such an increase/decrease or skill mix adjustment. The Contractor will provide the Government with its cost proposal and staffing plan within 15 calendar days after receipt of notice. Notwithstanding any adjustment under this or any other provision of the contract or subcontract, including but not limited to the changes and terminations provisions, no increase will be made in the overhead and G&A ceiling rates established during negotiation between the prime Contractor and the subcontractor(s), which ceilings are made a part of the subcontract(s).

#### **H.19 GOVERNMENT FURNISHED EQUIPMENT AND SERVICES**

The Government will furnish all supplies, material, and equipment required for the work to be performed. This includes but is not limited to the following:

##### **Office Equipment**

The Volpe Center will provide the following items for use by Contractor employees under this contract, both in Government-furnished and Contractor-leased space: desks, chairs, tables, bookcases, marker boards, waste baskets, reproduction equipment, office supplies, and cabinets. The Government may supply additional furniture and equipment of a similar nature to any location if it is determined by the CO or COTR to be necessary for accomplishment of services required by the SOW.

##### **Telecommunications Service**

The Volpe Center will provide telephone equipment and service, including voice mail, and facsimile machines for use by Contractor employees under this contract, both in Government-furnished and Contractor-leased space. The Government may supply additional equipment/service of a similar nature to any location if it is determined by the CO or COTR to be necessary for accomplishment of services required by the SOW.

### **Computers and Peripheral Equipment**

The Volpe Center will provide computer workstations with basic software applications, including future technology refreshments; e.g., e-mail, Windows 98, Microsoft Office 97, and printers, for use by Contractor employees under this contract, both in Government-furnished and Contractor-leased space. The Volpe Center will connect these computers to the Volpe Center local area network and provide network support. The Volpe Center will also provide project specific computers, software, and peripherals for official use in connection with activities required by the SOW. The Government may supply additional equipment/service of a similar nature to any location, if it is determined by the CO or COTR to be necessary for accomplishment of services required by the SOW.

The Volpe Center will generally provide the above equipment and services directly. On occasion, with the prior approval of the CO and COTR, it may be preferable for the Contractor to purchase equipment and supplies necessary for accomplishment of services required by the SOW and for the Government to reimburse the Contractor for those purchases.

### **H.20 USE OF GOVERNMENT-FURNISHED EQUIPMENT AND SERVICES**

The Contractor shall ensure that its employees and subcontractors use Government-Furnished Equipment (GFE) (including, without limitation, computers, telephones, and modems) and Services provided by the Government (including, without limitation, telephone service, electronic mail, and internet services) only in an authorized manner and consistent with applicable law, and policies, orders and regulations of the Department of Transportation and the Volpe Center, as they may be amended from time to time (See DOT Orders H 1350.2 Ch. 14-3 and 14-4, and Volpe Order 1370.6).

The Volpe Center routinely monitors use of the internet and electronic mail for unauthorized use. The Contractor must warn its employees and subcontractors that they should have no expectation of privacy while using GFE and Services provided by the Government.

The Contractor agrees to include the substance of this clause in company policy and procedures or employee rules of conduct, and to include a statement that the Contractor will take appropriate disciplinary action should violations occur. The Contractor shall periodically remind its employees and subcontractors of this policy.

### **H.21 GOVERNMENT-CONTROLLED PROPERTY**

Property assigned to the Contractor for use under this contract will be identified in the Volpe Center Property System under a unique Property Management Area (PMA). The Contractor shall assume responsibility for all property assigned to the Contractor's PMA, in accordance with Section I, Property clause(s).

**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar.htm>

<http://www.dot.gov/ost/m60/tamtar/>

**I. FEDERAL ACQUISITION REGULATION(48 CFR CHAPTER 1) CLAUSES**

<b>Number</b>	<b>Title</b>	<b>Date</b>
<b>52.202-1</b>	<b>Definitions.</b>	<b>OCT 1995</b>
<b>52.203-3</b>	<b>Gratuities.</b>	<b>APR 1984</b>
<b>52.203-5</b>	<b>Covenant Against Contingent Fees.</b>	<b>APR 1984</b>
<b>52.203-6</b>	<b>Restrictions on Subcontractor Sales to the Government.</b>	<b>JUL 1995</b>
<b>52.203-7</b>	<b>Anti-Kickback Procedures.</b>	<b>JUL 1995</b>
<b>52.203-8</b>	<b>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.</b>	<b>JAN 1997</b>
<b>52.203-10</b>	<b>Price or Fee Adjustment for Illegal or Improper Activity.</b>	<b>JAN 1997</b>
<b>52.203-12</b>	<b>Limitation on Payments to Influence Certain Federal Transactions.</b>	<b>JUN 1997</b>
<b>52.204-2</b>	<b>Security Requirements.</b>	<b>AUG 1996</b>
<b>52.204-4</b>	<b>Printing/Copying Double-Sided on Recycled Paper.</b>	<b>JUN 1996</b>
<b>52.209-6</b>	<b>Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.</b>	<b>JUL 1995</b>
<b>52.215-2</b>	<b>Audit and Records - Negotiation.</b>	<b>JUN 1999</b>
<b>52.215-8</b>	<b>Order of Precedence--Uniform Contract Format.</b>	<b>OCT 1997</b>
<b>52.215-12</b>	<b>Price Reduction for Defective Cost or Pricing Data – Modifications.</b>	<b>OCT 1997</b>
<b>52.215-13</b>	<b>Subcontractor Cost or Pricing Data – Modifications</b>	<b>OCT 1997</b>
<b>52.215-14</b>	<b>Integrity of Unit Prices.</b>	<b>OCT 1997</b>
<b>52.215-15</b>	<b>Pension Adjustments and Asset Reversions.</b>	<b>DEC 1998</b>
<b>52.215-18</b>	<b>Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions.</b>	<b>OCT 1997</b>
<b>52.215-21</b>	<b>Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications.</b>	<b>OCT 1997</b>
<b>52.216-7</b>	<b>Allowable Cost and Payment.</b>	<b>APR 1998</b>
<b>52.216-8</b>	<b>Fixed Fee.</b>	<b>MAR 1997</b>
<b>52.217-8</b>	<b>Option to Extend Services.</b>	<b>AUG 1989</b>
<b>52.217-9</b>	<b>Option to Extend the Term of the Contract.</b>	<b>MAR 1989</b>
<b>52.219-4</b>	<b>Notice of Price Evaluation Preference for HUBZone Small Business Concerns.</b>	<b>JAN 1999</b>

52.219-8	Utilization of Small Business Concerns.	JUN 1999
52.219-9	Small Business Subcontracting Plan.	OCT 1999
52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
52.222-2	Payment for Overtime Premiums. (fill-in: \$0.00)	JUL 1990
52.222-3	Convict Labor.	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation.	JUL 1995
52.222-26	Equal Opportunity.	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	JAN 1999
52.222-41	Service Contract Act of 1965, as Amended.	MAY 1989
52.223-2	Clean Air and Water.	APR 1984
52.223-5	Pollution Prevention and Right-to-Know Information.	APR 1998
52.223-6	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 1996
52.224-1	Privacy Act Notification.	APR 1984
52.224-2	Privacy Act.	APR 1984
52.225-11	Restrictions on Certain Foreign Purchases.	AUG 1998
52.227-1	Authorization and Consent.	JULY 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
52.227-14	Rights in Data - General.	JUN 1987
52.227-16	Additional Data Requirements.	JUN 1987
52.227-17	Rights in Data - Special Works.	JUN 1987
52.227-18	Rights in Data - Existing Works.	JUN 1987
52.227-19	Commercial Computer Software – Restricted Rights.	JUN 1987
52-228-5	Insurance--Work on a Government Installation.	
52-228-7	Insurance--Liability to Third Persons .	MAR 1996
52.230-2	Cost Accounting Standards.	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	APR 1998
52.230-6	Administration of Cost Accounting Standards.	APR 1996
52.232-1	Payments.	APR 1984
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	JUN 1996
52.232-18	Availability of Funds.	APR 1984
52.232-20	Limitation of Cost.	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	JUN 1997
52.232-34	Payment by Electronic Funds.	
	Transfer -- Other Than Central Contractor Registration.	MAY 1999

52.233-1	Disputes.	DEC 1998
52.233-1	Disputes. (OCT 1995) -- Alternate I.	DEC 1991
52.233-3	Protest after Award.	AUG 1996
52.233-3	Protest after Award. (AUG 1996) -- Alternate I.	JUN 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.237-3	Continuity of Services.	JAN 1991
52.237-10	Identification of Uncompensated Overtime.	OCT 1997
52.239-1	Privacy or Security Safeguards.	AUG 1996
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	OCT 1995
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement. (AUG 1987) -- Alternate II.	APR 1984
52.243-7	Notification of Changes.	APR 1984
52.244-2	Subcontracts. (AUG 1998) -- Alternate II.	AUG 1998
52.245-1	Property Records.	APR 1984
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).	JAN 1986
52.245-19	Government Property Furnished "As Is."	APR 1984
52.246-25	Limitation of Liability--Services.	FEB 1997
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels.	JUN 1997
52.248-1	Value Engineering.	MAR 1989
52.249-6	Termination (Cost-Reimbursement).	SEP 1996
52.249-14	Excusable Delays.	APR 1984
52.251-1	Government Supply Sources.	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991

## II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1252.223-71	Accident and Fire Reporting.	OCT 1994
1252.237-70	Qualifications of Employees.	OCT 1994
1252.242-72	Dissemination of Contract Information.	OCT 1994
1252.245-70	Government Property Reports.	OCT 1994

### I.2 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

This contract is subject to the written approval of the Head of the Contracting Activity and shall not be binding until so approved.



**I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

<b>Employee Class</b>		<b>Monetary Wage - Fringe Benefits</b>	
Documentation Clerk	01060	\$12.52/Hr	\$1.63/Hr



**I.5 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

**I.6 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS. (OCT 1998)**

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below, to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.7 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT. (JUN 1997)**

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid--

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained onsite by the Contractor and made available for GSA onsite audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to:

General Services Administration  
Attn: FWA  
1800 F Street, NW  
Washington, DC 20405

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(c) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show—

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

**I.8 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)**

(a) The personnel and/or facilities as specified in paragraph (c) are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

(b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

**The Key Personnel and/or Facilities under this Contract:**

Personnel proposed and accepted by the Government in the contract are considered Key Personnel subject to the above provisions for the purpose of this contract:

**Labor Category**

TO BE COMPLETED AT TIME OF AWARD

**NOTE:** The Key Personnel proposed and accepted by the Government for CLINs 0001, 0002 and 0003, if exercised, are to be incorporated into this contract. In the award of this contract, the Government may not have accepted all Key Personnel submitted by the Contractor. If 100 percent of the proposed personnel are not acceptable, then the Contractor shall, within 14 days of the award date of the contract, provide the resumes of proposed substitute personnel along with information regarding the full financial impact of the change. If the ORA option is exercised, the additional Key Personnel proposed and accepted for CLINs 0001 and 0003 will be incorporated into this clause.

**I.9 TAR 1252.216-71 DETERMINATION OF AWARD FEE (Applicable only to CLIN 0001. See J.5 – Performance Evaluation Plan)**

(a) The Government shall, at the conclusion of each specified evaluation period(s), evaluate the Contractor's performance for a determination of award fee earned. The Contractor agrees that the determination as to the amount of the award fee earned will be made by the Government Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.

(b) It is agreed that the evaluation of Contractor performance shall be in accordance with a Performance Evaluation Plan and that the Contractor shall be promptly advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the Contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within 30 days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

(c) The FDO may specify in any fee determination that fee not earned during the period evaluated may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

**I.10 TAR 1252.216-72 PERFORMANCE EVALUATION PLAN. (OCT 1994) (Applicable only to CLIN 0001. See J.5 – Performance Evaluation Plan)**

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the Contractor 30 calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to:

- (1) Technical (including schedule) requirements if appropriate;
- (2) Management; and
- (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor within 45 calendar days prior to the start of the evaluation period to which the change will apply.

**I.11 TAR 1252.216-73 DISTRIBUTION OF AWARD FEE. (OCT 1994) (Applicable only to CLIN 0001. See J.5 – Performance Evaluation Plan)\***

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period: (to be completed at time of award)  
Available Award Fee: (to be completed at time of award)

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the Contractor to the Contracting Officer's authorized representative of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

**\*NOTE: For purposes of this contract, there is no base fee; the total fee amount shown for CLIN 0001 is considered to be award fee.**

## **SECTION J - LIST OF ATTACHMENTS**

- J.1 BILLING INSTRUCTIONS AND PROCEDURES
- J.2 ELECTRONIC SUBMISSION REQUIREMENTS
- J.3 JOB ORDER SYSTEM PROCEDURES
- J.4 USER ACCOUNTABILITY SYSTEM FORMATS AND REPORTS
- J.5 PERFORMANCE EVALUATION PLAN
- J.6 RED-YELLOW-GREEN REPORTING FORMATS
- J.7 MONTHLY STAFFING REPORT REQUIREMENTS
- J.8 U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS
- J.9 DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD-254

FIGURE 1 USER ACCOUNTABILITY SYSTEM FORM A STRUCTURE

FIGURE 2 SUMMARY OF VOLPE CENTER ANNOUNCEMENT #95-27

FIGURE 3 RED-YELLOW-GREEN DIRECTORATE REPORT

FIGURE 4 RED-YELLOW-GREEN STATUS REVIEW SUMMARY REPORT

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

### K.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar.htm>

<http://www.dot.gov/ost/m60/tamtar/>

Number	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	APR 1991
52.204-5	Women-Owned Business (Other Than Small Business).	MAY 1999
52.222-21	Prohibition of Segregated Facilities.	FEB 1999

### K.2 SIGNATURE

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth herein, and that he/she has been authorized to do so on behalf of the offeror.

\_\_\_\_\_. Signature

\_\_\_\_\_. Typed Name, Title

\_\_\_\_\_. Offeror

\_\_\_\_\_. Date

### DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERING REPORTING

Contractor is requested to fill in the appropriate information set forth below:

(1) DUNS Identification No. \_\_\_\_\_ (this number is assigned by Dun & Bradstreet, Inc., and is contained in that company's Data Universal Numbering System (DUNS). If the number is not known, it can be obtained from any Dun & Bradstreet Branch office. If no number has been assigned by Dun & Bradstreet, insert the word "none" in the space.)

(2) Home Office County and Congressional District: \_\_\_\_\_

(3) Principal Place of Performance of the work required under the resulting contract (City, County, and State): \_\_\_\_\_

(4) Congressional District of the Principal Place of Performance: \_\_\_\_\_

**K.3 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_



(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)**

The Offeror certifies, to the best of its knowledge and belief, that -

(a) The Offeror and/or any of its principals -

(1) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(b) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(c)"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(d) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(e) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of

the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(f) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(g) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 1998) Alternate II (JAN 1999)**

(a) The standard industrial classification (SIC) code for this acquisition is 7373.

(1) The small business size standard is \$18 million.

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The Offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(1) (Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(2) (Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(3) Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The Offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the

joint venture: ] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1988) -- Alternate I (OCT 1998)**

(a) General. This provision is used to assess an Offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The Offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

\_\_\_\_\_.

(3) Address. The Offeror represents that its address \_\_ is, \_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The Offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the Offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)**

The Offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)**

The Offeror represents that -

- (a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.9 52.223-1 CLEAN AIR AND WATER CERTIFICATION. (APR 1984)**

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is \_\_\_ is not \_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 1996)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the Offeror certifies that -

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of

the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.11 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.

(c) The Offeror has reviewed the requirements for the delivery of data or software and states [Offeror check appropriate block] --

\_\_\_ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

\_\_\_ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

**K.12 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (APR 1998)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:



(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\* The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the Offeror did not receive a single CAS-covered award exceeding \$1 million. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

### L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar.htm>

<http://www.dot.gov/ost/m60/tamtar/>

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

Number	Title	Date
52.204-6	Data Universal Numbering System (DUNS) Number.	JUN 1999
52.214-34	Submission of Offers in the English Language.	APR 1991
52.214-35	Submission of Offers in U.S. Currency.	APR 1991
52.215-1	Instructions to Offerors - Competitive Acquisition.	OCT 1997
52.215-16	Facilities Capital Cost of Money.	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money.	OCT 1997
52.222-24	Pre-award Onsite Equal Opportunity Compliance Evaluation.	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees.	FEB 1993
52.237-1	Site Visit.	APR 1984

### II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) PROVISIONS

Number	Title	Date
1252.209-70	Disclosure of Conflicts of Interest.	OCT 1994

(NOTE: THE FOLLOWING PROVISIONS ARE ALSO INCORPORATED BY REFERENCE INTO THIS SOLICITATION. PORTIONS OF THE TEXT OF THESE CLAUSES ARE SHOWN ONLY FOR THE PURPOSE OF IDENTIFYING REQUIRED FILL-IN ITEMS).

**52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (OCT 1997)**

52.215-1(e)(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of - or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*; and

**52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) -- ALTERNATE IV (OCT 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below: See L.6 - COST/BUSINESS PROPOSAL – INSTRUCTIONS TO OFFERORS.

**L.2 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of a [See Section B] contract resulting from this solicitation.

**L.3 52.233-2 SERVICE OF PROTEST. (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U. S. Department of Transportation  
Volpe National Transportation Systems Center  
Attn: Mary Doherty, Contracting Officer, DTS-853  
55 Broadway, Kendall Square  
Cambridge, MA 02142-1093

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.4 GENERAL INFORMATION**

**L.4.A. EXCLUSION FROM OTHER CONTRACTS**

See Section H.12, EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS.

If an OMNI III prime Contractor or subcontractor wishes to submit a proposal for this onsite technical support services contract, they may do so. However, the firm that is awarded this onsite technical support services contract will be excluded from participating in the Multiple Contractor Resource Base from the date of award of this contract. Existing OMNI III tasks being performed by that Contractor will be allowed to continue through completion. This restriction will apply to the Awardees under the ongoing competition for the OMNI III Information Systems Engineering services.

#### **L.4.B. PRE-PROPOSAL CONFERENCE AND SITE VISIT AND ELECTRONIC LIBRARY**

A pre-proposal conference and site visit for all prospective Offerors will be held at the Volpe Center, 55 Broadway, Cambridge, Massachusetts 02142-1093, on October 28, 1999, at 10:00 A.M. local time. Questions will be answered relative to this procurement. Directions to the Volpe Center may be found at the Center's Web site at <http://www.volpe.dot.gov/direct.html>

All prospective Offerors are urged to attend this conference. In order to make the conference as productive as possible, Offerors are requested to submit any questions they may have in writing by letter, fax, or by e-mail to the Contract Specialist, Michael Leary, DTS-853, at:

U.S. Department of Transportation  
RSPA/Volpe National Transportation Systems Center  
Attn: Michael Leary, DTS-853  
Ref: DTRS57-99-R-00020  
55 Broadway, Kendall Square  
Cambridge, MA 02142-1093  
Fax: (617) 494-3024  
E-mail: LearyM@volpe.dot.gov

by noon local time on October 22, 1999. The Offeror shall be limited to two (2) attendees. The Offeror is required to submit in writing to the Contract Specialist, Michael Leary, the names and titles of the company officials planning on attending the conference at least three (3) days before the date of the conference.

Failure of a prospective Offeror to submit any questions or to attend the conference will be construed to mean that the Offeror fully understands all requirements of the solicitation. Prospective Offerors are advised that the pre-proposal conference will be held solely for the purpose of explaining the specifications, terms and conditions for this solicitation. All prospective Offerors are advised that at the conclusion of the conference, unless this solicitation is amended in writing, it will remain unchanged and, that if an amendment is issued, normal procedures relating to the acknowledgment and receipt of any such amendment shall be applicable.

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

An Electronic Vendor Reference Library has also been posted on the Volpe Center WEB site along with this RFP. The library contains information about the Volpe Center mission and organization and information on the kinds of tasks currently performed within the onsite IS and ORA contracts. Offerors are urged to download the library and also to browse the entire Volpe Center WEB site for general information about the work of Volpe Center. Failure to inspect the library or WEB site will not constitute grounds for a claim after contract award.

#### **L.4.C. PROPOSAL IDENTIFICATION**

For ease of reference, an Offeror's submissions covering factors other than cost; i.e., Technical Excellence, Management Approach, Transition Approach, Past Performance, and Staffing, will be referred to in this Request for Proposal (RFP) as the "Technical Proposal."

#### **L.4.D. AWARD WITHOUT DISCUSSIONS**

The Government intends to evaluate proposals and award contracts based on the initial offer (FAR 52.215-1(f)(4)). While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer (CO) will proceed to establish a competitive range and conduct negotiations with the firms in that range. It is particularly important that each Offeror be fully responsive in providing its best offer initially, since there may be no opportunity to revise proposals at a later date. Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation. Failure of Offerors to respond to or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient cost and price proposal will impede the Contracting Officer from performing an analysis to determine probable cost to the Government and reasonableness of proposed costs. If an Offeror's initial cost proposal is so grossly deficient or ambiguous that a cost analysis cannot be performed, or proposed costs are not supported or do not track to the supporting data required by the cost exhibits, that Offeror's cost proposal may be deemed unrealistic and the entire offer may be excluded from evaluation.

#### **L.4.E. CONSISTENCY BETWEEN TECHNICAL AND COST/BUSINESS PROPOSALS**

Offerors are required to ensure that the technical and cost/business proposals are consistent. All aspects of the technical proposal that impact cost, whether the cost treatment is direct or indirect, shall be identified in the cost/business proposal. This includes, for example, ensuring labor cost properly reflects salaries of persons whose resumes were submitted, inclusion of relocation cost of people not presently located in the place of performance, inclusion of other direct costs in CLIN 0001 to reflect automation streamlining techniques described in the technical approach.

Offerors shall identify in the cost/business proposal those persons whose resumes were provided in accordance with Section C. Offerors must include the actual labor rates (based on salary divided by 2,087 hours) of those persons for whom resumes have been submitted and show clearly how those rates are incorporated into the category rates proposed.

#### **L.4.F. INQUIRIES**

Any inquiries or correspondence pertaining to the RFP (including any previously submitted in connection with the pre-proposal conference referenced at L.4.B) must be received not later than 14 calendar days after issuance of this RFP. Address all written inquiries to:

U.S. Department of Transportation  
RSPA/Volpe National Transportation Systems Center  
Attn: Michael Leary, DTS-853  
Ref: DTRS57-99-R-00020  
55 Broadway, Kendall Square  
Cambridge, MA 02142-1093

The envelope must reference the solicitation number and the mail code. Questions may also be submitted by e-mail to LearyM@volpe.dot.gov or by fax at (617) 494-3024. Any questions received after this date will be answered only if determined by the Contracting Officer to be in the best interest of the

Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form may be directed to technical personnel. Any additions, deletions or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number, and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the RFP, **any amendment will be posted on the Volpe Center Acquisition Division INTERNET home page** (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

#### **L.4.G. SOLICITATION MAILING INSTRUCTIONS**

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/package which contains the offer/amendment be addressed in the format presented in the “Issued by” Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are “Proposal Data – To Be Opened By Addressee Only.”

#### **L.4.H. PROPOSAL SUBMISSION**

Offerors are required to submit their proposals in three separate volumes as follows:

##### Volume I – Technical Proposal – Written Submission

Section A of this volume must include the response to the four hypothetical tasks. Section B of this volume must contain the organizational chart and description, matrix, and resumes for the proposed staff for Contract Management, CLIN 0001. Section C of this volume must contain the organizational chart and description, matrix, and resumes for the proposed staff for Contract Administration, CLIN 0001. Section D of this volume must contain the required list of the Offeror’s current contracts, copies of past performance reports or explanations of efforts to obtain them, and summary descriptions of the five most relevant contracts. Section E of this Volume must contain the requested staff resumes for CLIN 0002.

##### Volume II –Structured Oral Presentation Slides

This volume must contain hard copies of the slides the Offeror intends to present.

##### Volume III – Cost/Business Proposal

This volume must consist of the attached Standard Form 33 (Solicitation, Offer and Award), solicitation documents, information other than cost and pricing data, contract cost control plan, and Small Business Subcontracting Plan.

Each volume should be complete in itself so that evaluation of each part may be accomplished concurrently and evaluation of the non-cost factors may be made strictly on the basis of technical merit.

#### **L.4.I. COPIES**

The Offeror must submit seven (7) copies each of the technical proposal and structured oral presentation slides (Volumes I and II) and four (4) copies of the cost/business proposal (Volume III). The cost proposal must also be submitted on a 3 ½ inch floppy disk in a virus-free format compatible with Microsoft Excel version 97.



#### **L.4.J. PAGE LIMITS**

The maximum number of pages that may be submitted for the technical and cost/business proposals are as follows:

Volume I - Technical Proposal – Written: See Section L.5 below  
Volume II – Oral Presentation Slides: No Limit (Section L.5.B.3 below)  
Volume III – Cost/Business: No Limit

#### **L.4.K. TEXT**

The text of the proposal shall be formatted on 8 1/2 by 11-inch paper with printing on one side only. Pages shall also be consecutively numbered. Type size shall be 10 point proportional, averaging not more than 14 characters per inch (reduction is not permitted). Exceptions to these restrictions are fold-out pages to 11 by 17 inches used for diagrams, charts, or graphic material, which will count as one page. The text will be single spaced with minimum margins as follows:

Left Hand – 1 inch  
Right Hand – 1 inch  
Top – 1 1/2 inch  
Bottom – 3/4 inch

#### **L.4.L. BINDING**

The volumes must be loose leaf and in binders which can be easily opened and closed.

#### **L.4.M. BINDER COVER INFORMATION**

All binders containing proposal material shall have spine labels containing the following information:

- Solicitation Number: DTRS57-99-R-00020
- Volume Number;
- Copy Number - each copy shall be numbered 1 of 7, 2 of 7, etc;
- Section/Tab - each binder shall be labeled with the Section/Tab identification for the information contained therein. For example, a binder containing Tabs 1-6 of Section E would be labeled "Section/Tab: E1 - E6". If Section/Tabs are not required for the Volume referenced, label "Section/Tab: N/A";
- Binder Number - if additional binders are needed for a specific Section they shall be numbered, 1 of 3, 2 of 3, etc. If only one binder per Section is used it shall be numbered, 1 of 1; and
- Offeror Identifier - place the word " Offeror: " with a blank line at the bottom of the binder label, for Government marking purposes.

**DO NOT include ANY vendor identification on the spine or cover of the binder (either on the spine label or elsewhere).**

## **L.5 TECHNICAL PROPOSAL -- INSTRUCTIONS TO OFFERORS**

### **L.5.A. INTRODUCTION**

Proposals must be structured in accordance with the instructions contained herein.

#### **1. Organization and Appearance**

Your technical proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities will detract from the quality of your proposal. All qualifications, experience, and capability should relate to the services required by the SOW. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure and will also assure maximum credit being properly assigned to the various aspects of your proposal.

#### **2. Page Limits**

The maximum number of pages that may be submitted is as follows:

**Response to Hypothetical Tasks:** The total overall page limit for the Offeror's response is 25 pages for all hypothetical tasks combined.

**Management Approach:** The organization charts and matrices for contract management and contract administration are limited to one page each (four pages total). The narrative description of the roles and responsibilities is limited to 10 pages. The resumes for proposed staff may not exceed an average of two pages per resume.

**Past Performance:** The total overall page limit for the summaries of the Offeror's five most relevant contracts (covering prime and subcontractors) is 15. There is no limit for the list of other current contracts required, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.

**Staffing:** Resumes submitted for CLIN 0002 may not exceed an average of 2 pages per resume.

#### **3. Process**

The technical evaluation process has been designed to minimize the evaluation costs of both the Offeror and the Government. It reduces the Offeror's written submission to essential information upon which to discriminate among Offerors.

After the receipt of offers (written proposals) by the Government, every eligible Offeror must make a structured oral presentation to the Government's Technical Evaluation Team. Paper copies of any slides to be used in the oral presentation are to be submitted in Volume II of the written technical proposal. Offerors may not change their presentation slides after this submission. The Technical Evaluation Team will not be provided with copies of the slides until immediately before each oral presentation. The purpose of this restriction is to reassure Offerors with regard to the fairness and integrity of the oral presentation process.

It is expected that the oral presentations will begin approximately 30 calendar days after the closing date for receipt of proposals. The presentations will be scheduled as tightly as possible, but the duration of the entire presentation process will be dependent upon the number of acceptable proposals received. The

order in which Offerors will make their presentation to the Technical Evaluation Team will be determined by a drawing of lots by the Contracting Officer after receipt of proposals. All Offerors will receive notification at least 14 calendar days in advance by facsimile transmission of letter and/or telephone of the date and time of their scheduled presentation. All Offerors will be asked to confirm their scheduled presentation date and time, and to provide at that time a list of their attendees and their company affiliation. Requests from Offerors to reschedule their presentations will not be entertained unless unusual and compelling reasons are presented to the Contracting Officer. No rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process.

### **L.5.B. PROPOSAL CONTENT**

Your technical proposal shall consist of two parts as follows:

PART 1 – WRITTEN MATERIAL, including response to four (4) hypothetical tasks; contract administration and contract management organizational structure, matrix, and resumes; IS past performance material; and IS staff resumes.

PART 2 - STRUCTURED ORAL PRESENTATION, including (1) a technical approach presentation followed by a question-and-answer period, (2) questions and answers concerning the written response to hypothetical tasks, (3) a management approach presentation followed by a question-and-answer period, and (4) a transition approach presentation followed by a question-and-answer period.

#### **1. PART 1 – WRITTEN MATERIAL**

##### **a. RESPONSE TO HYPOTHETICAL TASKS**

The Offeror shall respond to each hypothetical task as indicated by the Response section within each hypothetical task. Each response to a hypothetical task must identify the principal author. This author must be part of the Key Personnel proposed for CLIN 0001 or CLIN 0002.

#### **TASK 1 - Configuration Management Program Implementation Plan**

##### **Background**

The timely and proper maintenance of equipment and systems is a continuing objective of the Department of Transportation. A high degree of operational readiness cannot be established or sustained without efficient and effective logistics support. The ability to effectively manage and maintain equipment and spare part inventories largely depends upon the availability of adequate maintenance and logistics information. The Volpe Center has supported the USCG's configuration management activities in the areas of business analysis, requirement definition, system design, development and integration, and implementation and maintenance of configuration management software. The concept of configuration management software application, while created in an USCG environment, can be applied to the logistical support of a variety of equipment in many other organizations. The DOD also has the objective of providing timely and proper maintenance of equipment and systems. DOD is evaluating current configuration maintenance applications for possible enhancements and is interested in leveraging related work.

## **Scope**

The Volpe Center has been asked to develop a Software Project Plan for the development of an integrated software application leveraging both the existing USCG and DOD configuration maintenance applications. The scope of the proposed work includes a feasibility study and initial assessment; system and business analysis; requirement definition; system design; identification of required tools and resources; identification of documentation (user and system); development and integration; quality assurance; and testing, training, implementation, and maintenance.

## **Objective**

The overall objective of this Software Project Plan is to identify the project methodology to be used, the scope of the project, the phases that will need to be covered in the program (e.g., requirements analysis, design, testing, Independent Verification and Validation (IV&V), and implementation). This includes identifying the resources required, alternative analysis, risk assessment, and program management.

## **Response**

Assuming this is all the information to be provided, the Offeror now needs to provide a description of how it would proceed with completing the desired Software Project Plan. The Software Project Plan needs to conform to the standards in ISO 9000 or Carnegie-Mellon Capability Maturity Model (CMM). The Offeror's response shall address its technical approach, staffing, and management plan to accomplish this task, and shall include consideration of the following: critical technical issues, standards and methodologies to be applied, technology alternatives, application integration and data integration issues, organization dynamics, an analysis of impact on current operations, and operational maintenance issues.

## **TASK 2 - Web Site Development Initiative**

### **Background**

The Volpe Center's Information Systems Division has recently been tasked by the National Highway Traffic Safety Administration (NHTSA) to develop a prototype web site which would support general public information functions and non-profit highway safety-related remote research of NHTSA archives by interested advocacy groups and academics. This initiative has been funded with "seed money" intended to finance the development of an operational concept and a prototype with limited but scalable capabilities. The sponsor is a recent hire, who is ambitious and expects to see a prototype online within six months. He has virtually promised the Volpe Center that a successful prototype will result in further and expanded funding for the initiative. Thus this represents an opportunity to work with a new sponsor, opening up the potential for expanded work opportunities in the future. The Volpe Center's senior management views this initiative to be highly important and it has assigned an experienced senior Federal project engineer (PE) to direct the effort.

### **Scope**

In the interest of maximizing the limited system development resources initially available to support the development of the web site prototype, the Volpe Center PE has chosen to employ rapid prototyping. The PE is experienced and has significant expertise in network engineering and computer hardware. The PE is confident in undertaking a requirements analysis with the primary users of the system but understands that translating the requirements into an operational concept and a system design will require senior engineering support with web-based software and

specialized expertise with internet video streaming. The PE has estimated the need for contract support as follows:

- 920 hours of IS Senior Engineer (600 hours of software related work and 320 hours of hardware-related work)
- 320 hours of IS Senior Programmer (web scripting, html, video applets, etc.)

The scope of the proposed work includes supporting the PE in requirement analyses and system concept development, technology selection, and successfully translating these into a prototype web site demonstrating proof of concept. The prototype must be architected so that it can be scaled for expanded functionality and performance, as future money becomes available.

### **Objective**

The objective of this initiative is to develop an operational concept and prototype for a web-based research and public information capability for remote access via the Internet by the interested general public. The contents to be made available include digital images of public records, word processing text files, and approximately 2,000 hours of videotapes relating to vehicle crash testing.

### **Response**

Assuming this is all the information to be provided, the Offeror now needs to provide a description of how it would proceed with completing the desired operational concept and prototype, mindful that the project will be directed day to day by the Federal PE. The Offeror's response shall address its technical approach and staffing to accomplish this task, and shall include consideration of the following: critical technical issues, technology alternatives, organizational issues, interpersonal issues, and analysis of potential project risks.

## **TASK 3 - Operations Facility Implementation Plan**

### **Background**

The U.S. DOT is applying management procedures to help maintain safety and balance transportation loads with system capacities across different modes. These management procedures are required to support a safe, orderly, and expeditious flow of transportation while minimizing delays.

The Volpe Center has been supporting the DOT for many years through the ongoing development, operations, and maintenance of transportation management concepts. Once implemented these management concepts will require operational support. These types of operational systems will potentially consist of computational and communications hubs located throughout the United States. These installations will execute differing levels of transportation management in coordination with a central hub. The Volpe Center may be engaged in supporting the operations and maintenance of these transportation management systems.

Key to the operational success of these transportation management systems is the ability to process large amounts of near-real-time information. This may require a central hub-site, with a string of computer workstations to simulate each transportation management detail and project the future transportation locations times. The processed data could then be transmitted by the hub-site via satellite to remote facilities where the data could be correlated and used to generate displays and exhibit warnings of transportation system overloads. Additionally, the central hub-site operational facility could be responsible for the remote monitoring and control of all remote facilities.

## **Scope**

DOT has asked the Volpe Center to develop a multi-modal Operations Facility Implementation Plan for the inter-relationship of trains, buses and air traffic. This Operation Facility Implementation Plan will provide an integrated framework for the trains, buses and air traffic transportation operational facilities. This plan must incorporate the ability to provide operational functionality on a 7x24 basis with a “hot backup” to provide redundant operational functionality.

## **Objective**

The objective of the Operations Facility Implementation Plan is to identify and address the issues associated with the establishment of a multi-modal central hub-site and links to remote facilities. These issues include:

- Operations team staff selection and qualification;
- Training scheme for new staff and for functional system updates;
- Customer assistance;
- Operations staff diagnostic abilities;
- Operations team management approach;
- 7x24 coverage issues such as level of expertise coverage; and
- Monitor and control methodology.

## **Response**

Assuming this is all the information to be provided, the Offeror now needs to provide a description of how it would proceed with the development of the multi-modal Operations Facility Implementation Plan. The response needs to address critical technical issues, implementation issues, organizational dynamics, LOE, schedule, risk mitigation, and cost realism.

## **TASK 4 - Baseline / Performance Measures**

### **Background**

Both the Office of Pipeline Safety and the Federal Railroad Administration are exploring the feasibility of implementing the principles of risk management to augment traditional prescriptive standards. One critical determinant in this deliberation will be a consideration of the number of incidents that might be avoided by the application of risk management. Initially, it is felt that this determination will be based upon a consideration of both the current baseline of incidents and the level of incidents that could be avoided by the application of risk management. For this hypothetical, dealing with the pipeline industry, the assumption being made is that since the overall incident rate is already quite low, to establish a good measure of improvement, it will be necessary to capture the reduction in near misses.

## **Scope**

The Volpe Center has been asked to provide analysis and information support to this effort. The scope of the proposed work would include development of a feasibility study directed at establishing a baseline of the effectiveness of the current standards, proposing a set of performance measures that could be applied to measuring changes in safety, and an assessment of the issues associated with measuring precursors or the reduction in near misses. For purposes of this hypothetical, the focus will only be on the transmission pipeline environment.

## **Objective**

The overall objective of this feasibility study will be to quantify the possibility of providing supporting information with regard to the effectiveness of risk management, through the determination of changes in the number of near misses. In completing this study, it is important to:

- Quantify the effectiveness of risk management;
- Demonstrate that the information can be made available for a large enough sample of the population to be meaningful; and
- Fully describe the type and scale of information system development effort needed to support such an initiative.

## **Response**

Assuming this is all the information to be provided, the Offeror now needs to provide a description of how it would proceed with completing the desired feasibility study. The response needs to address the critical technical/cultural issues surrounding the establishment of a baseline and associated performance measures, sources of needed data and the type of system development effort that would need to be completed to ensure the availability of needed information. Additionally, the response needs to address technical approach, staffing, and management.

### **b. MANAGEMENT APPROACH**

Offerors shall describe the organizational structure for accomplishing the functions described in CLIN 0001, Section C.2.A of the SOW. Roles, responsibilities, lines of authority, and LOE should be clearly described. Resumes for proposed staff whom the Offeror considers as key personnel shall be included. These staff will be incorporated into the Key Personnel clause in Section I.9 of the resulting contract. Offerors shall include an organizational chart and a matrix that maps functions identified in the SOW to specific staff and LOE.

Offerors shall describe the organizational structure for accomplishing the functions described in CLIN 0001, Section C.2.B of the SOW. Roles, responsibilities, lines of authority, and LOE should be clearly described. Resumes for proposed staff whom the Offeror considers as key personnel shall be included. These staff will be incorporated into the Key Personnel clause in Section I.9 of the resulting contract. Offerors shall include an organizational chart and a matrix that maps functions identified in the SOW to specific staff and LOE.



**c. PAST PERFORMANCE**

The Offeror shall submit past performance information for both the Offeror and major (over 20 percent of the total contract estimated value ) proposed subcontractors.

Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and for evaluation purposes. References other than those provided by the Contractor may be contacted by the Government and the information received will be used in the evaluation of the Offeror's past performance.

The Offeror's team (prime and major subcontractors) must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to ensure that the list includes all prime contracts with a value over \$500,000 with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government over \$500,000 would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded, and what process was utilized to ensure that all prime contracts with the Federal Government over \$500,000 relevant to the SOW were included. However, the list must include all contracts that are clearly relevant such as those applicable contracts reflecting the involvement of the proposed project manager and other proposed Key Personnel. The list may also include other contracts considered relevant by the Offeror, including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the prime Contractor. Include the following information for each contract:

1. Name and address of customer;
2. Contract number;
3. Contract type;
4. Total contract value;
5. Description of contract work;
6. Contracting Officer's address and telephone number;
7. Contracting Officer's Technical Representative's address and telephone number;
8. Administrative Contracting Officer's address and telephone number, if different from item 6;
9. List of major subcontractors; and
10. Assessment of relevance to requirements identified in this solicitation. Copies of the final or most current past performance report must be submitted for the five most relevant contracts or an explanation of their absence provided. Copies of reports on other than the five contracts considered most relevant by the Offeror should not be submitted as part of the proposal, but will be obtained by the Government if the Government considers the contracts relevant.

The Offeror must select no more than five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five identified contracts and the Offeror's corrective actions.

The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a Contractor evaluation report and provided a

copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for ensuring that a copy of the performance evaluation report is provided directly to the Volpe Center Contracting Officer by the appropriate customer responding official no later than the proposal submission date. If the customer has not developed its own past performance evaluation report form, Volpe Center Form 4200.7, included as Exhibit A to the Technical Proposal Instructions, shall be provided to the customer. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unsatisfactory rating for this criteria. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information, (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted.

The Offeror must send a Client Authorization Letter, included as Exhibit B to the Technical Proposal Instructions, to all non-Federal Government references listed in its proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters as part of the Past Performance submission.

If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors with no relevant past performance history or Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.

In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.

If the Offeror does not either include past performance history or affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

The overall page limit for the list of the five most relevant contracts (including any information on the problems encountered on the contracts) is 15. This page limit does not apply to the list of other less relevant contracts required, or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

**EXHIBIT A – VOLPE CENTER FORM 4200.7****VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER  
PAST PERFORMANCE EVALUATION****CONTRACTOR PERFORMANCE REPORT**☐ Final ☐ Interim – Period Report

From:

To:

1. Contractor Name and  
Address: (Identify Division)2. Contract /Task Number: DTRS573. Contract Value: \$  
(Base Plus Options)

4. Contract Award Date: \_\_\_\_\_

5. Contract Completion Date: \_\_\_\_\_

6. Type of Contract: (Check all that apply) - ☐ FP ☐ FPI ☐ FP-EPA ☐ CPFF Completion ☐  
CPFF - Term ☐ CPIF ☐ CPAF ☐ ID/IQ ☐ BOA ☐ Requirements ☐ Labor-Hour ☐ T&M ☐ SBSA  
☐ 8(a) ☐ SBIR ☐ Sealed Bid ☐ Negotiated ☐ Competitive ☐ Non-Competitive

7. Description of Requirement:

8. Initial Ratings: (See Block 15 for Final Rating) Summarize Contractor performance and circle in the column on the right of the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary.

a. Quality of Product/Service

Comments:

0  
1  
2  
3  
4

b. Cost Control

Comments:

0  
1  
2  
3  
4

c. Timeliness

Comments:

0  
1  
2  
3  
4

d. Business Relations

Comments:

0  
1  
2  
3  
4

e. Overall Satisfaction Rating

Comments

0  
1  
2  
3  
4**SOURCE SELECTION INFORMATION – SEE FAR 3.104**

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9. Key Personnel: (Fill in as appropriate)				
Name/Title: _____		Period of Performance: _____		
Comments: _____				
Name/Title: _____		Period of Performance: _____		
Comments: _____				
Name/Title: _____		Period of Performance: _____		
Comments: _____				
Name/Title: _____		Period of Performance: _____		
Comments: _____				
10. Would you recommend this firm for award? Please explain.  _____				
11. COTR/Program Manager/Tech Monitor Name (Printed): _____		Signature _____		
Phone/FAX/Internet Address: _____		Date: _____		
12. Contractor's Review: Were comments, rebuttals, or additional information provided: <input type="checkbox"/> No <input type="checkbox"/> Yes Please attach comments: Number of pages: _____				
13. Reviewer's Name (Printed): _____		Signature _____		
Phone/FAX/Internet Address: _____		Date: _____		
14. Agency Review: Were Contractor comments reviewed at a level above the Contracting Officer? <input type="checkbox"/> No <input type="checkbox"/> Yes Please attach comments. Number of pages: _____				
15. Final Ratings. Re-assess the Block 8 ratings based on Contractor comments and agency review. Revise block 8 ratings, if appropriate.				
Quality _____	Cost Control _____	Timeliness _____	Business Relations _____	Customer Satisfaction _____
16. Contracting Officer's Name (Printed): _____		Signature _____		
Phone/FAX/Internet Address: _____		Date: _____		

**SOURCE SELECTION INFORMATION – SEE FAR 3.104**

## CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. The Contracting Officer (CO) or Administrative Contracting Officer (ACO) will determine whether the report will be completed on a Contractor task basis, and will coordinate completion of the attached report form with either the Contracting Officer's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for administration of the identified Contractor or job order. This individual should consult with the CO/ACO where necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the Contractor, which must have an opportunity to respond and add comments to agency evaluations as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked and treated as Source Selection Information and release of this information is prohibited except to Government personnel and the Contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning Contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Sensitive"

### COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the Contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor

Top of Form:	Indicate whether the report is a final or interim (annual) report, and give dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "Interim".
Block 1:	Identify the name and address of the prime Contractor.
Block 2:	Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number.
Block 3:	Contract value or task value, as applicable. Include all options whether or not exercised to date.
Block 4:	Identify date that contract was awarded or task issued.
Block 5:	Identify completion date for contract or task as applicable.
Block 6:	All items that apply to the Contractor task should be checked.
Block 7:	Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance.

VENTSC F 4200.7

(5/96)

OPI:85

**SOURCE SELECTION INFORMATION – SEE FAR 3.104** VENTSC F 4200.7 (5/96)

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## Block 8 RATING DEFINITIONS

**0 – Unsatisfactory** - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

**1 – Minimally Acceptable** – Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include: late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

**2 – Satisfactory** – Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

**3 – Good** – Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

**4 – Exceptional** – Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

### Block 8 – COMMENT ELEMENTS BY CATEGORY

(a) Quality of product/service

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of Contractor personnel assigned to the contract or task; and
- (4) Technical excellence of delivered supplies or services.

(b) Cost Control

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) Timeliness of Performance

- (1) Whether the Contractor met interim milestones;
- (2) Contractor's responsiveness to technical direction;
- (3) Contractor's responsiveness to contract change orders and administrative requirements;
- (4) Whether the contract/task was completed on time, including wrap-up and contract administration.

(d) Business Relations

- (1) Whether the Contractor effectively managed the contract/task effort;
- (2) How responsive the Contractor was to contract requirements;
- (3) How promptly the Contractor notified the Government of problems;
- (4) Whether the Contractor was reasonable and cooperative;
- (5) How flexible the Contractor was;
- (6) Whether the Contractor was proactive;
- (7) The effectiveness of Contractor-recommended solutions; and
- (8) Whether the Contractor effectively implemented socioeconomic programs.

- Block 8: Circle the rating in the far right column that best describes the Contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.
- Block 9: Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers, a second page may be necessary. On the comments line, describe the key person's performance, attaching additional sheets when necessary.
- Block 10: Explain why, given a choice, you would or would not recommend the Contractor for an award to perform a similar contract or task.
- Block 11: The COTR or Technical Monitor delegated responsibility for the day to day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

**To be Completed by Contractor**

- Block 12: Block 12 must be completed to indicate that the Contractor has been given the opportunity to review the evaluation.
- The Contractor will be provided with a copy of the completed evaluation form (including initial ratings) and attachments. The Contractor has the right to submit to the CO comments, rebutting statements, or additional information which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date on the evaluation form. In the event no response is received, the Contractor will be deemed to have accepted the evaluation form as written.
- Block 13: The Contractor should sign this block to indicate that it has had an opportunity to review and comment on the ratings.

**To be completed by the CO/ACO**

- Block 14: If the Contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the Contracting Officer's signature in Block 16 completes the process.
- If the Contractor objects to the initial ratings, a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division, and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.



- Block 15: If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.
- Block 16: If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.

**EXHIBIT B – CLIENT AUTHORIZATION LETTER**

[*Company Name*]  
[*Street Address*]  
[*City, State/Province*]  
[*Zip/Postal Code*]  
[*Date*]

[*Recipient Name*]  
[*Address*]  
[*City, State/Province Zip/Postal Code*]

Dear [Client]:

We are currently responding to the Volpe Center RFP No. \_\_\_\_\_ for the procurement of \_\_\_\_\_. The Volpe Center is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state or local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to \_\_\_\_\_.  
(Offeror's point of contact)

Sincerely,  
[*Your name*]  
[*Your position*]

[*Typist's initials*]  
Enclosure: [*Number*]

cc: [*Name*]

#### **d. STAFFING**

It is expected that there will be some turnover of staff at the commencement of the new contract, even if the incumbent contractor is the Awardee, and that the successful Offeror will need to provide additional staff in order to fully perform all required tasks beginning on day one of the new contract.

Accordingly, Offerors shall provide the resumes described below which demonstrate the qualifications of the Offeror's proposed personnel in terms of their technical expertise, experience, education, capabilities and accomplishments relevant to the functional area requirements of this contract.

#### **Resumes**

The Offeror shall submit the number of resumes specified below for the following labor categories from CLIN 0002:

<u>Labor Category</u>	<u>No. of Resumes</u>
IS Manager/Expert	5
IS Senior Engineer	5
IS Programmer/Analyst	7
IS Senior Programmer	5

The resumes will be by name and shall include the position currently held by the individual, his/her responsibilities, total years with the firm, and a brief description of experience, education, and accomplishments. Proposal assignments shall be keyed to personnel requirements as shown in the SOW and should relate to proposed organizational structure. In addition to applicable technical experience, resumes should reflect experience (if any) in managing and/or directing projects in a multi-task/multi-disciplinary/ non-personal support services environment. Resumes should be provided for only those personnel for whom the Offeror can make a firm commitment to this contract. Any uncertainties and/or part-time staff assignments should be clearly identified. Resumes must also be verifiable in that relevant dates, names, and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed. **The individuals whose resumes are submitted and accepted by the Government will be incorporated into the Key Personnel clause in Section I.8 of the resulting contract.**

## **2. PART 2 - ORAL PRESENTATION**

The structured oral presentation shall consist of three separate sections: Technical Excellence, Management Approach, and Transition Approach. The structured oral presentation shall not encompass proposed price, cost or fee.

<b>ORAL PRESENTATION SCHEDULE</b>				
	<b>Evaluation Criteria</b>	<b>Topic</b>	<b>Time Limit</b>	<b>Presenters</b>
1a.	Technical Excellence	Understanding of IS functions, portfolio of IS tasks, and ORA functions	60 minutes	Program Manager and/or any of the Key Personnel for CLINs 0001, 0002 or 0003
		Break		
1b.	Technical Excellence	Structured Questions and Answers on Topic #1a above	Approximately 30	Presenters from #1a above
		Break		
1c.	Technical Excellence	Structured Q&A based upon written responses to Hypothetical Tasks	45	Principal Author(s) of written response
		Break		
2a.	Management Approach	Understanding of contract management and administration	60	Program Manager and/or any Key Personnel for CLIN 0001
		Break		
2b.	Management Approach	Structured Questions and Answers on Topic #2a above	Approximately 30	Presenters from #2a above
		Break		
3a.	Transition Approach	Understanding, approach and allocation of resources for transition	45	Program Manager, and/or any Key Personnel for CLINs 0001, 0002 or 0003
		Break		
3b.	Transition Approach	Structured Questions and Answers on Topic #3a above	Approximately 30	Presenters(s) from #3a above

**a. Technical Excellence**

In order to allow evaluation of its capability to provide onsite technical support services, the Offeror shall have 60 uninterrupted minutes to demonstrate its (1) understanding of IS identified in the SOW, in particular, its understanding of the relevant state-of-the-art, key transportation and logistics issues, and future directions for IS; (2) understanding of and approach to the portfolio of IS tasks currently performed at the Volpe Center; and (3) understanding of ORA functions as defined in the SOW and its approach to the portfolio of ORA tasks currently performed at the Volpe Center. (Reference the project summaries in the Electronic Vendor Reference Library that is located at URL: [http://www.volpe.dot.gov/procure/99r0020/att\\_99r0020.html](http://www.volpe.dot.gov/procure/99r0020/att_99r0020.html) (Section L.4.B).) The Offeror shall describe how it plans to meet the IS and ORA requirements of the contract and demonstrate that it has the necessary understanding, expertise and experience to successfully accomplish the SOW. At the end of the presentation, and after a short break, a structured question-and-answer period of approximately 30 minutes will take place.

After another short break following this first structured question-and-answer period, there will be an additional 45-minute question-and-answer period at which the Offeror shall respond to questions concerning its response to the hypothetical tasks submitted in the written proposal.

**b. Management Approach**

In order to allow complete evaluation of its capability to effectively and efficiently manage the work represented by this contract as described in the SOW, CLIN 0001, the Offeror shall have 60 uninterrupted minutes to demonstrate its understanding, approach, and allocation of resources. The Offeror shall describe the capabilities and experience of its management team and organizational structure for overall contract management; describe key components of its processes/mechanisms for meeting contractual staffing requirements; describe its programs for quality control, cost control, and configuration management; and describe its approach to performance of contract administration functions. Offerors shall identify key management challenges and proposed strategies for meeting those challenges. At the end of the presentation, and after a short break, a structured question-and-answer period of approximately 30 minutes will take place.

**c. Transition Approach**

In order to allow complete evaluation of its capability to effectively and efficiently transition to this contract as described in the SOW, CLIN 0004, the Offeror shall have 45 uninterrupted minutes to demonstrate its understanding, approach, and allocation of resources. The Offeror shall describe how it plans to meet the requirements of CLIN 0004 and demonstrate that it has the necessary understanding, expertise, and experience to successfully accomplish a transition. At the end of the presentation, and after a short break, a structured question-and-answer period of approximately 30 minutes will take place.

It is the Government's assumption that the Awardee will occupy and assume (or continue) the sublease for space local to the Volpe Center at 245 First Street, Cambridge, Massachusetts, presently leased by the current IS onsite contractor. (Reference Sections C.6.A and L.6.C.2.E). If the Offeror's space and facilities plan differs from this assumption, it must be clearly stated as part of its Transition Approach. This lease also provides for the lessee to rent 71 parking spaces in the garage at 245 First Street.

**3. LOGISTICS**

**Offeror's Media Presentation:**

All presentations will take place at the Volpe Center, 55 Broadway, Cambridge, Massachusetts, in a meeting room sufficiently large enough to hold 20 people. The Offeror will present from the front of the room. The Government will provide a viewgraph overhead projector and screen for overhead slides as well as a flip chart and markers. Offerors may not use any other equipment or media. The Government will videotape the presentations.

The Offeror must use 8 1/2-inch by 11-inch overhead slides to provide visual support for its presentation. Slide text must be black on a white background. The Offeror may use colors other than black on white on graphical slides – e.g., bar charts or pie charts, etc. – when color is useful in conveying information.

It is preferred that slide text conforms to the following or other similar type face easily readable in an overhead presentation format.

Font: Times New Roman  
Size of heading font: 44 points  
Size of main text line font: 32 points  
Size of sub text line font: 28 points  
Lines of text per slide (i.e., number of bullets): no more than eight.

The above specifications of font sizes do not apply to captions and annotations on graphical slides. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to content, and to reduce the cost of presentations. The Offeror may place its name and company logo on the slides. The Offeror should not use meaningless design elements, such as lines, bars, swirls, etc. that may contribute to visual attractiveness but communicate no useful information.

There is no limitation on the number of slides that an Offeror may use. However, the Government will not consider the slides to be stand alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the structured oral presentations, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information that appears on the slides. The production and use of an excessive number of slides may be detrimental to an Offeror's interest.

The Government will not accept for evaluation any documentation in addition to the information submitted with the proposal.

#### **Participants and Attendees:**

The Offeror's presentation must be made by the proposed Program Manager, individuals identified as Key Personnel, and principal authors of the responses to hypothetical tasks. The Offeror may bring no more than ten persons to the structured oral presentation, including no more than two non-presenting Offeror officials or employees. The Offeror may not use company senior or general managers or other employees or consultants to make any part of the structured oral presentation, including caucusing and responding to questions, unless these individuals meet the criteria above. During the question-and-answer sessions, all questions will be directed to the proposed Program Manager who may direct one or more of the other staff to respond.

In order to protect the integrity of the oral evaluation process, employees of firms that are included as subcontractors under more than one proposal shall not be allowed to participate. At the time of the notification of the date and time for its structured oral presentation, the CO will inform an Offeror if any of its proposed subcontractor participants are ineligible to participate.

The Offeror must direct its presentation to the Technical Evaluation Team. Other Government officials such as the Contracting Officer, individuals with oversight roles, and an audio-visual specialist will also be in attendance at every presentation.

#### **Structured Question-and-Answer Periods:**

The Offeror will be presented a series of questions related to the Government's requirements and program objectives. The Offeror will have up to five minutes per question for response time. The Government may request clarification of any points arising from the Offeror's presentation or responses that are unclear. Any such interchange between the Offeror and the Government will not constitute discussions or communications within the meaning of FAR 15.306(a). The Offeror will not be able to modify its offer in response to questions or requests for clarification

which may occur during such question-and-answer periods. The time required for clarifications will not be counted against the Offeror's time limit.

## **L.6 COST/BUSINESS PROPOSAL – INSTRUCTIONS TO OFFERORS**

### **L.6.A. INTRODUCTION**

Proposals must be structured in accordance with the instructions contained herein. The cost/business proposal shall be submitted in three parts:

Part I – Solicitation Documents;  
Part II – Information Other Than Cost and Pricing Data; and  
Part III – Subcontracting Plan and References.

### **L.6.B. PART I – SOLICITATION DOCUMENTS**

Offerors shall submit a completed and signed Standard Form 33 (Section A, page 1, of the solicitation) and Section K – Representations, Certifications, and Other Statements of Offerors.

### **L.6.C. PART II – INFORMATION OTHER THAN COST AND PRICING DATA**

#### **1. GENERAL INSTRUCTIONS**

Each Offeror is instructed to prepare its cost/business proposal in sufficient detail to permit a thorough and complete evaluation by the Government, without additional correspondence or communication with the Offeror, in order to evaluate the Offeror's costs for fairness, reasonableness, and cost realism. The cost/business proposal should be substantiated by documentation and supported by verifiable historical data; or alternatively, by sound, logical, documented forecasts; or a combination of both. The proposal may be rejected should the Offeror or its subcontractor(s) fail to follow the proposal preparation instructions. The cost proposal must also be submitted on a 3 ½ inch floppy diskette in a format compatible with Microsoft Excel 97. Mark diskettes with the Offeror's name and RFP number. Diskettes must be free of viruses.

#### **a. Subcontracts**

Subcontractors with estimated costs in excess of \$500,000 must follow the same proposal preparation instructions and complete the same schedules as the prime Contractor except for those sections that clearly have no applicability to a subcontractor (i.e., a "Subcontracting Plan"). The subcontractor shall meet the same requirements for the cost/business proposal as the prime Contractor.

Subcontracts, regardless of dollar value, shall be adequately documented using the cost/business proposal instructions to facilitate the Government's review.

Information other than cost or pricing data furnished by a subcontractor shall be submitted to the Offeror. It is the responsibility of the Offeror to review and evaluate the subcontract proposal and its accompanying data. The Offeror shall furnish the results of the review and evaluation to the Government as part of its proposal submission. If a subcontractor elects to submit detailed, proprietary data directly to the Government, the prime Offeror should evaluate the subcontractor to the extent possible.



**b. Performance Period**

The performance periods for the transition periods, base years, and option contract years for Contract Management and Administration, IS, and optional ORA services are shown in the following table:

CONTRACT MANAGEMENT AND ADMINISTRATION and INFORMATION SYSTEMS	
Transition	August 1, 2000-October 31, 2000
Base Period, Contract Year One	November 1, 2000-October 31, 2001
Base Period, Contract Year Two	November 1, 2001-October 31, 2002
Option Contract Year Three	November 1, 2002-October 31, 2003
Option Contract Year Four	November 1, 2003-October 31, 2004
Option Contract Year Five	November 1, 2004-October 31, 2005
OPERATIONS RESEARCH AND ANALYSIS (Optional Contract Line Item)	
Transition	September 1, 2002-October 31, 2002
Transition	September 1, 2003-October 31, 2003
Transition	September 1, 2004-October 31, 2004
Contract Year Three	November 1, 2002-October 31, 2003
Contract Year Four	November 1, 2003-October 31, 2004
Contract Year Five	November 1, 2004-October 31, 2005

**c. Cost/Business Proposal Review**

The Government, at its sole discretion, may arrange for a Contractor to assist in the review of cost/business proposals.

**d. Government Site Overhead Rate**

With few exceptions (for example, if corporate resources provide support from another business location), this contract shall be performed either in a Government facility or in space located near a Government facility whose lease costs are directly billable to this contract. Therefore, the Government anticipates that the Offeror (and its subcontractors) will use a field overhead rate; that is, an overhead rate that reflects the fact that the work is not being performed in the Offeror's own facility.

**e. Disclosure Statement**

The Offeror shall identify any indirect rates that are either being created to satisfy this requirement or are being used exclusively for this requirement. For those rates, the Offeror shall enclose a copy of its disclosure statement and indicate whether or not the disclosure statement has been reviewed and accepted.

**f. Indirect Rates**

The Offeror must include in the cost/business proposal all indirect rates to be used for this procurement on Schedule 7, Schedule of Indirect Rates and Factors. The Offeror shall provide a detailed list, by cost element, for each indirect pool proposed.

The Offeror shall disregard those rates which it does not maintain and shall use continuation sheets for additional rates whenever necessary. The Offeror shall indicate how and to what cost elements each indirect rate is applied.

The Offeror shall identify indirect rates which a Government audit agency has approved for forward pricing. If not approved, the Offeror shall state the basis of the proposed rate (for example, previous year's actuals, current fiscal year-to-date, business plan, etc). The Offeror shall provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, the Offeror shall provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agencies) in its overhead rate proposal for establishing final indirect rates.

For G&A rates proposed, the Offeror shall provide actual rates for the past three (3) years and shall indicate whether or not the rates were audited and accepted by DCAA.

**g. Indirect Cost Rate Ceilings**

The Offeror must include ceilings at the proposed rates for base years one and two, and must include ceilings that may be higher than proposed rates for the option contract years three, four, and five. Read the Indirect Cost Rate Ceiling clause and insert ceilings in the table shown in Section H.1.

**h. Cost of Money**

The Offeror shall attach supporting documentation.

**i. Staffing Requirements**

The Offeror must estimate staffing requirements necessary to accomplish the described statements of work in both the Contract Management and Administration line item and the Transition line item (CLINs 0001 and 0004). The Government's current best estimate of direct labor hours, by labor category, required to perform the IS and the ORA requirements for the base and option years of this contract are provided in Section C. For proposal purposes, the Offeror shall use the Government's estimates for hours and skill mix.

**j. Government-Estimated Labor Rates**

The Government's current best estimate of average unburdened labor rates required to perform the IS and ORA requirements are provided in the table below. The labor rates for IS are for base period contract year one and for ORA are for contract year three. The rates are based on salary divided by 2,087 hours. The Offeror may integrate the Government-estimated labor rates with other labor data, such as labor rates for Key Personnel, to develop its estimated labor cost. Development of the labor cost should be clearly presented. Rationale for the Government-provided labor rates below is unnecessary. Alternatively, the Offeror may elect not to use the Government-provided labor rates at all, but may employ a different approach to estimating labor cost. In that case, the Offeror shall not only show the calculations to develop its labor rates, but must also provide support and rationale for the rates. Offerors are advised that proposing labor rates that are lower than those estimated by the Government may indicate a lack of understanding of the requirement and could cause the Government concern about Contractor morale, workforce stability, and program continuity. This may be considered a risk if the rationale is not fully and convincingly presented and explained.

Information Systems	
Manager/Expert	not provided
Senior Engineer	\$46.00
Senior Programmer/Analyst	\$39.00
Senior Programmer	\$32.00
Middle Engineer	\$36.00
Middle Programmer	\$25.00
Junior Engineer	\$28.00
Junior Programmer	\$20.00
Technical Doc Specialist	\$25.00
Documentation Clerk	\$13.33

Operations Research and Analysis	
Specialist (Manager/Expert)	not provided
Senior Specialist	\$36.50
Senior Analyst	\$33.30
Senior Project Engineer	\$42.00
Middle Analyst	\$30.00
Middle Project Engineer	\$33.30
Junior Analyst	\$19.00
Junior Project Engineer	\$19.00

#### **k. Escalation**

In the subject procurement, the Government does not consider escalation a valid discriminator. Therefore, the Government provides escalation factors below that the Offeror may elect to use for labor cost. An Offeror that proposes escalation higher than that provided should present its rationale. If an Offeror proposes escalation factors lower than those provided, it must present clear and convincing substantive support for the factors with particular attention to the Boston, Massachusetts, and Washington, DC, job markets.

Calendar Year	2000	2001	2002	2003	2004	2005
Escalation Factor	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%

#### **l. Other Direct Costs (ODC)**

For purposes of proposal preparation, the Government distinguishes between two types of Other Direct Costs: those which are consistent among Offerors and/or would be difficult for Offerors to estimate (RFP-stipulated ODCs) and those costs which are a function of each Offeror's (and subcontractor's) accounting practices and must be estimated by the Offeror (Offeror-estimated ODCs).

Information about RFP-stipulated ODCs is included in the proposal preparation instructions in L.6.C.2.E.

An Offeror must provide an estimate for Offeror-estimated ODCs for every line item except the line item for RFP-stipulated ODCs. An Offeror must clearly identify the different types of costs

that may be direct costs in accordance with its disclosure statement or accounting practice, the amount for each cost, and the basis of the cost estimate. Only those costs identified by the Offeror in its proposal shall be billable during performance without prior CO approval. Offerors are discouraged from using “miscellaneous,” but may do so provided the nature of the cost is identified and the amount is relatively insignificant. Recovery of “miscellaneous” cost, if proposed, will be limited to the amount proposed.

**m. Severance**

The Offeror shall state its policy concerning the payment of severance cost, provide an estimate of any severance pay that may be due upon completion of the contract term (including option years) in accordance with its severance pay policy, and state how those severance costs will be recovered, either through direct costs or through an indirect rate. If recovered through an indirect rate, the Offeror shall show clearly how the amount estimated above will be available for recovery under this specific contract. If severance is not proposed either directly or indirectly, it will not be recoverable.

**n. Uncompensated Overtime**

The Offeror shall not include uncompensated overtime as part of its cost/business proposal. Given the level of the technical expertise required to fulfill the Government’s requirements and the onsite, dedicated staff called for under this procurement, use of uncompensated overtime represents a risk to the Government that may result in shortfalls in quality or level of service.

Although the Offeror’s estimated cost proposal must not include uncompensated overtime, FAR 52.237-10, Identification of Uncompensated Overtime, is incorporated in Section L. Consequently, if applicable, the Offeror must include with its proposal information on its uncompensated overtime practices as required by the clause.

The Government’s requirement is based on 40-hour work week. During performance, employees may not draw from the Government requirement in excess of 8 hours per day, 40 hours per week, without prior Government approval.

**o. Compensation**

FAR clause 52-222.46 – Evaluation of Compensation for Professional Employees is incorporated in Section I. The Offeror must provide the detailed information concerning compensation and fringe benefits required by the clause.

In addition to detailed salary information, the Offeror shall provide policies on all employee benefits, including but not limited to: vacation pay; sick or family leave pay; holidays; medical, dental, and life insurance plans; overtime and shift differentials; employee stock option plans; bonus plans or other incentive programs; retirement plans; policies concerning training and career development; credit or compensatory time; and transportation reimbursement benefits.

Offerors shall show how the compensation and fringe benefit information relates to, and impacts the costs of, the subject procurement. The Offeror shall provide cost information about each fringe benefit including how the cost will be recovered. If recovered through an indirect rate, the Offeror shall show clearly how the amount estimated above will be available for recovery for this specific contract.

Non-incumbent Offerors shall state how the incumbent’s employees will be integrated into its company (for example, accrued sick pay, seniority for accruing vacation time, etc.).

**p. Other Cost Information.**

The cost/business instructions sometimes direct an Offeror to state what amount is available for a specific cost and how the cost is recovered. If an Offeror states that the cost is recovered as a direct charge, then no further explanation is necessary as long as the list of Offeror-estimated other direct costs clearly includes the specified amount for the subject cost. If a cost is recovered through an indirect rate such as a fringe benefit rate or field overhead rate, additional information is necessary for the Government to establish that an amount that approximates the estimate for the subject cost element will be available under this contract.

**Example One:**

Task: Demonstrate how much is available under this contract for employee bonuses.

Assumption: Bonuses are included in the field overhead rate and that rate is only used on this contract.

Solution: Provide the list of all costs that make up the field overhead pool, and the direct labor base. The amount included in the list should correspond to the amount claimed to be available. The pool base should be the direct labor for this contract because the pool is not shared with other contracts.

**Example Two:**

Task: Demonstrate how much is available under this contract for severance pay.

Assumption: Severance is recovered through the company-wide fringe benefit rate which is allocated on company-wide direct and indirect labor.

Solution: Provide the list of all costs that make up the fringe benefit rate, and the direct and indirect labor cost allocation base. Calculate severance cost as a percentage of direct and indirect labor. Apply the calculated percentage to the direct and indirect labor in this contract. The Government considers that amount to be available for severance under this contract, and that amount should approximate the severance cost estimated by the Offeror to be needed at contract completion. The amount need not correspond exactly because the indirect pool is shared by other business activity.

For each cost element listed below, provide the amount required to perform this contract, specify the method of recovery, and demonstrate its availability.

<b>Cost</b>	<b>Amount</b>	<b>Method of Recovery</b>
<b>Advertising for recruitment</b>		
<b>Employment agency fees</b>		
<b>Relocation costs during transition</b>		
<b>Ordinary relocation costs during contract performance</b>		
<b>Depreciation or lease costs for copy machines</b>		
<b>Supplies for copy machines</b>		
<b>Depreciation or lease costs for telecommunications equipment</b>		
<b>General office supplies</b>		
<b>Computer supplies</b>		
<b>Meals other than long distance travel</b>		
<b>Local parking and mileage</b>		
<b>Postage, freight, courier costs</b>		
<b>Travel to/from corporate/divisional office</b>		
<b>Maintenance cost or agreements for office equipment</b>		
<b>Software upgrades</b>		
<b>Outside copy services</b>		
<b>Office furniture</b>		
<b>Employee training (other than Government-directed) and tuition reimbursement</b>		
<b>Salaries associated with the following functions: program reviews to corporate office; employee recruitment; cost control administration; public voucher preparation and review; reporting on project performance; human resources activities; payroll and timekeeping activities; purchasing</b>		

The following tables are provided to advise the Offeror of what the RFP-stipulated ODCs include and exclude, and to assist the Offeror in the preparation of its cost/business proposal.

<b>RFP-stipulated Off-site Space Cost</b>	<b>Included: Yes or No</b>
<b>Monthly rent</b>	<b>Yes</b>
<b>Receptionist</b>	<b>No</b>
<b>Building maintenance supplies</b>	<b>Yes</b>
<b>Custodial/maintenance services</b>	<b>Yes</b>
<b>Electricity</b>	<b>Yes</b>
<b>Water</b>	<b>Yes</b>
<b>Property taxes</b>	<b>Yes</b>
<b>Security</b>	<b>Yes</b>
<b>Office furniture</b>	<b>No</b>
<b>Office equipment</b>	<b>No</b>
<b>Refrigerator or microwave</b>	<b>No</b>
<b>Trash and snow removal</b>	<b>Yes</b>

<b>RFP-stipulated Off-site Telecommunications</b>	<b>Included: Yes or No</b>
<b>Telephone equipment</b>	<b>Yes</b>
<b>Facsimile equipment</b>	<b>Yes</b>
<b>Maintenance costs/agreement for equipment</b>	<b>Yes</b>
<b>Local/long distance telephone service</b>	<b>Yes</b>
<b>Voicemail service</b>	<b>Yes</b>

<b>Backbone Interface</b>	<b>Included: Yes or No</b>
<b>T-1 cable connection</b>	<b>Yes</b>
<b>Telephone equipment</b>	<b>Yes</b>
<b>Internet service</b>	<b>Yes</b>

**q. Cost Realism**

The Offeror must provide all cost information required for the Government to perform a cost realism analysis even if it proposes to provide a service or product at reduced or no cost to the Government.

**r. Parking**

As stated in Section C, the Government intends to provide 125 onsite parking spaces at the Volpe Center for contractor (and subcontractor) personnel at the time of contract award, and 30 additional spaces if the ORA option is exercised. The Offeror must provide its policy on whether or not it will provide parking in addition to the spaces the Government makes available, the cost of the additional parking if provided, and how the cost will be recovered.

**s. Weighted Guidelines**

The Government considers fee and profit a function of competition; however, the Government may utilize the weighted guidelines approach in TAM 1215 and Appendix A to evaluate them. The Offeror's cost proposal should contain adequate data and rationale for any consideration it wants included in the Government's evaluation of Contract Risk and Special Factors.

Fee associated with RFP-stipulated ODCs should be included in the fee in CLIN 0002, even though the ODC is shown separately in CLIN 0005.

## **2. Schedules**

The following schedules may be modified to accommodate the Offeror's indirect rate structure.

Offerors may modify the schedules (font size, portrait orientation, etc.) provided the requested information is furnished in similar format.



**SCHEDULE 1**

<b>PROPOSAL COVER SHEET</b>				1. Solicitation/Contract/Modification Number			
2a. Name Of Offeror				3a. Name Of Offeror's Point Of Contact			
2b. First Line Address				3b. Title Of Offeror's Point Of Contact			
2c. Street Address				3c. Telephone		3c. Facsimile	
2d. City _____		2e. State _____		2f. Zip Code _____		Area Code	Number
4. Type Of Contract Or Subcontract ( <i>Check</i> ) <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> OTHER (Specify) _____ <input type="checkbox"/> FPI <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF				5. <input type="checkbox"/> Prime Offeror <input type="checkbox"/> Subcontractor _____ Prime's Name _____			
6. Estimated Cost, Fee And Profit Information							
A. Estimated Cost							
B. Fixed Fee							
C. Base & Award Fee							
D. Profit							
E. Total Price							
<b>7. Provide The Following</b>							
Name Of Cognizant Contract Administrative Agency				Name Of Cognizant Government Audit Agency			
Street Address				Street Address			
City		State	Zip Code	City		State	Zip Code
Phone	Area Code	Number		Phone	Area Code	Number	
Facsimile	Area Code	Number		Facsimile	Area Code	Number	
Name Of Contact				Name Of Contact			
Property System <input type="checkbox"/> Reviewed by cognizant contract administrative; determined acceptable <input type="checkbox"/> Reviewed by cognizant contract administrative; determined unacceptable <input type="checkbox"/> Never reviewed				Approximate Date Of Last Audit			
				Purpose of Audit (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)			
Purchasing System <input type="checkbox"/> Reviewed by cognizant contract administrative agency; determined acceptable <input type="checkbox"/> Reviewed by cognizant contract administrative; determined unacceptable <input type="checkbox"/> Never reviewed				Accounting System <input type="checkbox"/> Audited and determined acceptable <input type="checkbox"/> Audited and determined not acceptable <input type="checkbox"/> Never audited			
				Offeror's Fiscal Year			
8a. Name Of Offeror ( <i>Typed</i> )				9. Name Of Firm			
8b. Title Of Offeror ( <i>Typed</i> )							
10. Signature						11. Date Of Submission	

**SCHEDULE 2****SUMMARY OF ESTIMATED COSTS, FEES, AND PROFIT**

Prime or Subcontractor Name: \_\_\_\_\_

	<b>ESTIMATED COST</b>	<b>AWARD FEE</b>	<b>FIXED FEE</b>	<b>PROFIT</b>	<b>TOTAL COST AND FEE/PROFIT</b>
<b>CONTRACT MGMT/ ADMINISTRATION</b>	\$	\$			\$
<b>INFORMATION SYSTEMS</b>	\$		\$		\$
<b>OPERATIONS RESEARCH AND ANALYSIS</b>	\$		\$		\$
<b>TRANSITIONS</b>	\$			\$	\$
<b>RFP-STIPULATED OTHER DIRECT COSTS</b>	\$				\$
<b>TOTAL</b>	\$	\$	\$	\$	\$

**2.A. SCHEDULES FOR CONTRACT MANAGEMENT AND ADMINISTRATION –  
COST-PLUS-AWARD-FEE – CONTRACT LINE ITEM 0001**

**a. Direct Labor**

The Offeror must estimate the staffing levels and resources necessary to satisfy the Contract Management and Administration requirement as described in Section C.2, CLIN 0001. The Offeror shall provide information on the labor categories or types of labor necessary and show the hourly labor rates based on salary divided by 2,087 hours. The Offeror should clearly show the calculations used to develop the labor rates (for example, weighting of individuals or category averages) as well as explain the rationale for the methodology. The Offeror should identify, for example, company-wide bidding rates, current salary data for named individuals or anticipated new-hires, etc. For any individual not currently employed with the Offeror, show the hourly labor rate at which the individual has agreed to be hired should the Offeror be selected for contract award.

**b. Escalation**

The Offeror shall show clearly the application of labor escalation, and provide the basis of the escalation factor if different from the Government estimate. See General Instructions, Section L.6.C.1.

**c. Indirect Rates**

See General Instructions, Section L.6.C.1.

**d. Offeror-Estimated Other Direct Costs**

See General Instructions, Section L.6.C.1.

**e. Award Fee**

See General Instructions, Section L.6.C.1.

**SCHEDULE 3A (CLIN 0001)****CONTRACT MANAGEMENT AND ADMINISTRATION****SUMMARY OF COSTS AND AWARD FEE**

Prime or Subcontractor Name: \_\_\_\_\_

	<b>ESTIMATED COST</b>	<b>AWARD FEE</b>	<b>ESTIMATED COST PLUS AWARD FEE</b>
<b>Base Period Contract Year One 11/01/2000-10/31/2001</b>	\$	\$	\$
<b>Base Period Contract Year Two 11/01/2001-10/31/2002</b>	\$	\$	\$
<b>Option Period Contract Year Three 11/01/2002-10/31/2003</b>	\$	\$	\$
<b>Option Period Contract Year Four 11/01/2003-10/31/2004</b>	\$	\$	\$
<b>Option Period Contract Year Five 11/01/2004-10/31/2005</b>	\$	\$	\$
<b>Option Price for addition of ORA Services Contract Year Three</b>	\$	\$	\$
<b>Option Price for addition of ORA Services Contract Year Four</b>	\$	\$	\$
<b>Option Price for addition of ORA Services Contract Year Five</b>	\$	\$	\$
<b>Total</b>	\$	\$	\$

**SCHEDULE 4A (CLIN 0001)****CONTRACT MANAGEMENT AND ADMINISTRATION****COST SUMMARY**

Period: \_\_\_\_\_

Prime or Subcontractor Name: \_\_\_\_\_

<b>Element of Proposal</b>			<b>Amount</b>
<b>Direct Labor</b>			\$
<b>Fringe Benefits</b>	<b>Rate %</b>	<b>Base: \$</b>	\$
<b>Overhead</b>	<b>Rate %</b>	<b>Base: \$</b>	\$
<b>Subcontracts:</b>			
<b>Name A:</b>			\$
<b>Name B:</b>			
<b>Total Subcontractor Cost/Profit</b>			\$
<b>Subcontractor Burden</b>	<b>Rate %</b>	<b>Base: \$</b>	\$
<b>Other Direct Costs:</b>			
<b>Offeror-Estimated ODC</b>			\$
<b>Total</b>			\$
<b>G&amp;A</b>	<b>Rate %</b>	<b>Base: \$</b>	\$
<b>Cost of Money (COM)</b>			\$
<b>Total Cost Incl COM</b>			\$
<b>Total Award Fee</b>		\$	\$
<b>Total Cost plus Award Fee</b>			\$



**2.B. SCHEDULES FOR INFORMATION SYSTEMS (IS)– COST-PLUS-FIXED-FEE –  
CONTRACT LINE ITEM 0002**

**a. Direct Labor**

See General Instructions Section L.6.C.1.

The Government's current best estimate of direct labor hours, by labor category, required to perform the IS requirements for the base and options years of this contract, are provided in Section C.3, CLIN 0002. The Offeror shall, for proposal purposes, utilize the Government's estimates for hours.

If an Offeror elects not to incorporate the Government's estimates for labor rates, it shall show clearly all calculations used to develop the labor rates (for example, weighting of individuals or category averages) as well as explain the rationale for the methodology. The Offeror shall identify, for example, company-wide bidding rates, current salary data for named individuals or anticipated new-hires. For any individual not currently employed with the Offeror, show the hourly labor rate at which the individual has agreed to be hired should the Offeror be selected for contract award.

**b. Escalation**

The proposal shall show clearly the application of labor escalation, and provide the basis of the escalation factor if different from the Government estimate. See General Instructions, Section L.6.C.1.

**c. Indirect Rates**

See General Instructions, Section L.6.C.1.

**d. Offeror-Estimated Other Direct Costs**

See General Instructions, Section L.6.C.1.

**e. Weighted Guidelines Profit/Fee Objectives**

See General Instructions, Section L.6.C.1.



**SCHEDULE 3B (CLIN 0002)**  
**INFORMATION SYSTEMS**  
**SUMMARY OF COSTS AND FIXED FEE**

**Prime or Subcontractor Name:** \_\_\_\_\_

	<b>ESTIMATED COST</b>	<b>PROPOSED FIXED FEE</b>	<b>ESTIMATED COST PLUS FIXED FEE</b>
<b>Base Year One 11/01/2000-10/31/2001</b>	\$	\$	\$
<b>Base Year Two 11/01/2001-10/31/2002</b>	\$	\$	\$
<b>Option: Contract Year Three 11/01/2002-10/31/2003</b>	\$	\$	\$
<b>Option: Contract Year Four 11/01/2003-10/31/2004</b>	\$	\$	\$
<b>Option: Contract Year Five 11/01/2004-10/31/2005</b>	\$	\$	\$
<b>Total</b>	\$	\$	\$

**SCHEDULE 4B (CLIN 0002)****INFORMATION SYSTEMS****COST SUMMARY****Period:** \_\_\_\_\_**Prime or Subcontractor Name:** \_\_\_\_\_

<u>Element of Proposal</u>			Amount
Direct Labor			\$
Fringe Benefits	Rate %	Base: \$	\$
Overhead	Rate %	Base: \$	\$
Subcontracts:			
Name A:			\$
Name B:			\$
Name C:			\$
Name D:			\$
Name E:			\$
Name F:			\$
Name G:			\$
Name H:			\$
Total Subcontractor Cost/Fee			\$
Subcontractor Burden	Rate %	Base: \$	\$
Other Direct Costs:			
Offeror-Estimated ODC			\$
Total			\$
G&A	Rate %	Base: \$	\$
Cost of Money (COM)			\$
Total Cost Incl COM			\$
Fixed Fee			\$
Total Cost and Fixed Fee			\$

**SCHEDULE 5B (CLIN 0002)****SUMMARY OF LABOR COST: INFORMATION SYSTEMS**

Prime or Subcontractor Name: \_\_\_\_\_

Labor Categories	Labor Hours					Hourly Labor Rate *					Total Labor Cost				
	1st Yr	2nd Yr	Opt Yr	Opt Yr	Opt Yr	1st Yr	2nd Yr	Opt Yr	Opt Yr	Opt Yr	1st Yr	2nd Yr	Opt Yr	Opt Yr	Opt Yr
Manager/Expert															
Senior Engineer															
Programmer/Analyst															
Senior Programmer															
Middle Engineer															
Middle Programmer															
Junior Engineer															
Junior Programmer															
Technical Documentation Specialist															
Documentation Clerk															
<b>TOTAL</b>															

\* Based on salary divided by 2,087 hours.

**SCHEDULE 6B (CLIN 0002)****ALLOCATION OF INFORMATION SYSTEMS LABOR HOURS BETWEEN  
THE OFFEROR AND ITS SUBCONTRACTORS**

Contract Year: \_\_\_\_\_

**STAFFING**

	<b>Mgr/ Expert</b>	<b>Sr. Eng</b>	<b>Prog/ Analyst</b>	<b>Senior Prog</b>	<b>Middle Eng</b>	<b>Middle Prog</b>	<b>Junior Eng</b>	<b>Junior Prog</b>	<b>Tech Doc Spec</b>	<b>Doc Clerk</b>	<b>Totals</b>
<b>Prime Offeror</b>											
<b>Subcontractor Name</b>											
<b>Subcontractor Name</b>											
<b>Subcontractor Name</b>											
<b>Subcontractor Name</b>											
<b>Subcontractor Name</b>											
<b>TOTAL</b>											
<b>Required Per RFP</b>	<b>10435</b>	<b>45914</b>	<b>68871</b>	<b>54262</b>	<b>70958</b>	<b>66784</b>	<b>73045</b>	<b>48001</b>	<b>10435</b>	<b>20870</b>	<b>469575</b>

**2.C. SCHEDULES FOR OPERATIONS RESEARCH AND ANALYSIS (ORA) –  
COST-PLUS-FIXED-FEE ITEM – CONTRACT LINE ITEM 0003**

**a. Direct Labor**

See General Instructions Section L.6.C.1.

The Government's current best estimate of direct labor hours, by labor category, required to perform the ORA requirements for the options years of this contract, are provided in Section C.4, CLIN 0003. The Offeror shall, for proposal purposes, utilize the Government's estimates for hours.

If an Offeror elects not to incorporate the Government's estimates for labor rates, it shall show clearly all calculations used to develop the labor rates (for example, weighting of individuals or category averages) as well as explain the rationale for the methodology. The Offeror shall identify, for example, company-wide bidding rates, current salary data for named individuals or anticipated new-hires. For any individual not currently employed with the Offeror, show the hourly labor rate at which the individual has agreed to be hired should the Offeror be selected for contract award.

**b. Escalation**

The Offeror shall show clearly the application of labor escalation, and provide the basis of the escalation factor if different from the Government estimate. Also, see General Instructions, Section L.6.C.1.

**c. Indirect Rates.**

See General Instructions, Section L.6.C.1.

**d. Offeror-Estimated Other Direct Costs**

See General Instructions, Section L.6.C.1.

**e. Weighted Guidelines Profit/Fee Objectives**

See General Instructions, Section L.6.C.1.

**SCHEDULE 3C (CLIN 0003)****OPERATIONS RESEARCH AND ANALYSIS****SUMMARY OF COSTS AND FIXED FEE FOR OPTION PERIODS**

Prime or Subcontractor Name: \_\_\_\_\_

	<b>ESTIMATED COST</b>	<b>PROPOSED FIXED FEE</b>	<b>ESTIMATED COST PLUS FIXED FEE</b>
<b>Option Period 11/01/2002-10/31/2003</b> <b>Contract Year 3</b>	\$	\$	\$
<b>Option Period 11/01/2003-10/31/2004</b> <b>Contract Year 4</b>	\$	\$	\$
<b>Option Period 11/01/2004-10/31/2005</b> <b>Contract Year 5</b>	\$	\$	\$

**SCHEDULE 4C (CLIN 0003)**

**OPERATIONS RESEARCH AND ANALYSIS**

**COST SUMMARY**

Period: \_\_\_\_\_

Prime or Subcontractor Name: \_\_\_\_\_

<b>Element of Proposal</b>			<b>Amount</b>
<b>Direct Labor</b>			<b>\$</b>
<b>Fringe Benefits</b>	<b>Rate %</b>	<b>Base: \$</b>	<b>\$</b>
<b>Overhead</b>	<b>Rate %</b>	<b>Base: \$</b>	<b>\$</b>
<b>Subcontracts:</b>			
<b>Name A:</b>			<b>\$</b>
<b>Name B:</b>			<b>\$</b>
<b>Name C:</b>			<b>\$</b>
<b>Name D:</b>			<b>\$</b>
<b>Name E:</b>			<b>\$</b>
<b>Total Subcontractor Cost/Fee</b>			<b>\$</b>
<b>Subcontractor Burden</b>	<b>Rate %</b>	<b>Base: \$</b>	<b>\$</b>
<b>Other Direct Costs:</b>			
<b>Offeror-Estimated</b>			<b>\$</b>
<b>Total</b>			<b>\$</b>
<b>G&amp;A</b>	<b>Rate %</b>	<b>Base: \$</b>	<b>\$</b>
<b>Cost of Money (COM)</b>			<b>\$</b>
<b>Total Cost Incl COM</b>			<b>\$</b>
<b>Fixed Fee</b>			<b>\$</b>
<b>Total Cost and Fixed Fee</b>			<b>\$</b>



**SCHEDULE 5C (CLIN 0003)****SUMMARY OF LABOR COST:****OPERATIONS RESEARCH AND ANALYSIS****Prime or Subcontractor Name:**

<b>Labor Categories</b>	<b>Labor Hours</b>			<b>Hourly Labor Rate</b>			<b>Total Labor Costs</b>		
	<b>Opt Yr CY3</b>	<b>Opt Yr CY4</b>	<b>Opt Yr CY5</b>	<b>Opt Yr CY3</b>	<b>Opt Yr CY4</b>	<b>Opt Yr CY5</b>	<b>Opt Yr CY3</b>	<b>Opt Yr CY4</b>	<b>Opt Yr CY5</b>
<b>Specialist (Mgr/Expert)</b>									
<b>Senior Specialist</b>									
<b>Senior Analyst</b>									
<b>Senior Project Engineer</b>									
<b>Middle Analyst</b>									
<b>Middle Project Engineer</b>									
<b>Junior Analyst</b>									
<b>Junior Project Engineer</b>									
<b>TOTAL</b>									

**SCHEDULE 6C (CLIN 0003)****ALLOCATION OF OPERATIONS RESEARCH AND ANALYSIS LABOR HOURS BETWEEN  
THE OFFEROR AND ITS SUBCONTRACTORS**

Contract Year: \_\_\_\_\_

<b>STAFFING</b>									
	<b>Specialist (Mgr/Expert)</b>	<b>Senior Specialist</b>	<b>Senior Analyst</b>	<b>Sr Proj Engineer</b>	<b>Middle Analyst</b>	<b>Mid Proj Engineer</b>	<b>Junior Analyst</b>	<b>Jr Proj Engineer</b>	<b>Total</b>
<b>Prime Offeror</b>									
<b>Subcontractor Name</b>									
<b>Subcontractor Name</b>									
<b>Subcontractor Name</b>									
<b>Subcontractor Name</b>									
<b>TOTAL</b>									
<b>Required Per RFP</b>	<b>8348</b>	<b>27131</b>	<b>16696</b>	<b>4174</b>	<b>35479</b>	<b>2087</b>	<b>8348</b>	<b>2087</b>	<b>104350</b>

**2.D. SCHEDULES FOR TRANSITIONS – FIRM-FIXED-PRICE – CONTRACT LINE  
ITEM 0004**

**a. Direct Labor**

The Offeror must estimate the staffing levels and resources necessary to satisfy the IS and ORA Transitions described in Section C.5, CLIN 0004. The Offeror shall provide information on the labor categories necessary and show the hourly labor rates based on salary divided by 2,087 hours. The Offeror should clearly show the calculations used to develop the labor rates (for example, weighting of individuals or category averages) as well as explain the rationale for the methodology. The Offeror should identify, for example, company-wide bidding rates, current salary data for named individuals or anticipated new-hires, etc. For any individual not currently employed with the Offeror, show the hourly labor rate at which the individual has agreed to be hired should the Offeror be selected for contract award.

**b. Escalation**

The Offeror shall show clearly the application of labor escalation, and provide the basis of the escalation factor if different from the Government estimate. See General Instructions, Section L.6.C.1.

**c. Indirect Rates**

See General Instructions, Section L.6.C.1.

**d. Offeror-estimated Other Direct Costs (ODCs)**

See General Instructions, Section L.6.C.1.

**e. Weighted Guidelines Profit/Fee Objectives**

See General Instructions, Section L.6.C.1.

**SCHEDULE 3D (CLIN 0004)****INFORMATION SYSTEMS AND OPERATIONS  
RESEARCH & ANALYSIS****TRANSITIONS****SUMMARY OF FIRM FIXED PRICE**

Prime or Subcontractor Name: \_\_\_\_\_

	<b>ESTIMATED COST</b>	<b>PROPOSED PROFIT</b>	<b>FIRM FIXED PRICE</b>
<b>IS Transition 8/01/2000- 10/31/2000</b>	\$	\$	\$
<b>ORA Transition Option for Contract Year Three 9/01/2002- 10/31/2002</b>	\$	\$	\$
<b>ORA Transition Option for Contract Year Four 9/01/2003- 10/31/2003</b>	\$	\$	\$
<b>ORA Transition Option for Contract Year Five 9/01/2004- 10/31/2004</b>	\$	\$	\$
<b>Total</b>	\$	\$	\$

**SCHEDULE 4D (CLIN 0004)****TRANSITION****COST SUMMARY**

IS Transition: \_\_\_\_\_

ORA Transition: \_\_\_\_\_ CY3 \_\_\_\_\_ CY4 \_\_\_\_\_ CY5 \_\_\_\_\_

Period: \_\_\_\_\_

Prime or Subcontractor Name: \_\_\_\_\_

<u>Element of Proposal</u>			Amount
<b>Direct Labor</b>			\$
<b>Fringe Benefits</b>	<b>Rate</b> <b>%</b>	<b>Base: \$</b>	\$
<b>Overhead</b>	<b>Rate</b> <b>%</b>	<b>Base: \$</b>	\$
<b>Subcontracts:</b>			
<b>Name A:</b>			\$
<b>Name B:</b>			
<b>Total Subcontractor Cost/Profit</b>			\$
<b>Subcontractor Burden</b>	<b>Rate %</b>	<b>Base: \$</b>	\$
<b>Other Direct Costs:</b>			
<b>Offeror-estimated ODC</b>			\$
<b>Total</b>			\$
<b>G&amp;A</b>	<b>Rate %</b>	<b>Base: \$</b>	\$
<b>Cost of Money (COM)</b>			\$
<b>Total Cost Incl COM</b>			\$
<b>Profit</b>			\$
<b>Fixed Price</b>			\$

**2.E. RFP-STIPULATED OTHER DIRECT COSTS (ODC)– COST - CONTRACT LINE ITEM 0005**

See General Instructions, Section L.6.C.1.

Offerors should include the RFP-stipulated ODCs shown below, without escalation. The ODCs should be burdened in accordance with disclosed accounting practice. Offerors should show the application of indirect costs by contract year. The amount shown in CLIN 0005 will be the total for all contract years. Any reasonable format may be used, as separate schedules are not provided.

RFP-stipulated ODCs may be included in the weighted guidelines calculation when calculating fixed fee in the IS area; however, fee should not be shown separately in this line item but included in the fixed fee in the IS area.

- \$500,000 per contract year (\$2,500,000 total) to cover the cost of travel and Volpe Center-initiated training;
- \$175,000 per contract year (\$875,000 total) to cover the cost of off-site telecommunications;
- \$50,000 per contract year (\$250,000 total) to cover the cost of the backbone;
- \$2,100,000 per contract year (\$10,500,000 total) to cover the cost of space and facilities-related expenses in the Volpe Center area; and
- \$150,000 per contract year (\$750,000 total) to cover the cost of space and facilities-related expenses in the Washington, DC area.

**2. F. SCHEDULE FOR INDIRECT RATES AND FACTORS**

See instructions in L.6.C.1.f.

**SCHEDULE 7****SCHEDULE OF INDIRECT RATES AND FACTORS****Prime or Subcontractor Name:** \_\_\_\_\_

<b>COST ELEMENT</b>	<b>BASE PERIOD CONTRACT YEAR ONE</b>	<b>BASE PERIOD CONTRACT YEAR TWO</b>	<b>OPTION: CONTRACT YEAR THREE</b>	<b>OPTION: CONTRACT YEAR FOUR</b>	<b>OPTION: CONTRACT YEAR FIVE</b>	<b>DESCRIPTION OF ALLOCATION BASE</b>
<b>Labor Escalation</b>						
<b>Fringe Benefits</b>						
<b>Field Overhead</b>						
<b>Home Office Overhead</b>						
<b>Subcontract Burden</b>						
<b>ODCs Burden</b>						
<b>Other</b>						
<b>G &amp; A</b>						
<b>Cost of Money</b>						

**Contractor Fiscal Year Ends:** \_\_\_\_\_



**L.6.D. PART III - SUBCONTRACTING PLAN**

In accordance with FAR 52.219-9, Offerors who are not small business concerns shall submit a Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The Offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to subcontracted out. All cost and technical information must be included in the appropriate sections of the Offeror's proposal in addition to the submission of the subcontracting plan. The socio-economic Volpe Center goals with the Small Business Administration are currently as follows:

<b><u>Subcontract Awards</u></b>	<b><u>Percent of Dollars Awarded</u></b>
Awards to Small Businesses	30%
Awards to Small Disadvantaged Businesses	10%
Awards to Women-Owned Businesses	5%
Awards to HUBZone Businesses	1.5%

These goals are not intended to be mandatory but the Offeror is to keep these goals in mind when developing its subcontracting plan. Please note that these goals must be proposed as a percentage of total dollars being subcontracted. A business may count toward more than one of the goals shown above. For example, a small disadvantaged business owned by a women, would count toward three of the four goals.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

Number	Title	Date
52.217-5	Evaluation of Options.	JUL 1990

### M.2 GENERAL

#### M.2.A. BASIS FOR AWARD

It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. Award will be made to the responsive and responsible Offeror whose offer will provide the greatest overall value to the Government, based on the technical proposal, the cost/business proposal, and other factors. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer (CO) will proceed to establish a competitive range and conduct negotiations with the firms in that range.

#### M.2.B. ORDER OF IMPORTANCE

The technical evaluation factors which are addressed in the technical proposal, when combined, are significantly more important than cost in the selection of a Contractor for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the cost proposal. The degree of the importance of evaluated cost will increase as the technical proposals submitted are evaluated as more equal. When the technical proposals are evaluated as essentially equal, evaluated cost may become the determining factor in making an award.

### M.3 TECHNICAL PROPOSAL EVALUATION

The Offeror's technical proposal will be evaluated in accordance with the criteria described below.

The first two factors (Technical Excellence and Management Approach) are of equal weight. The third factor (Transition Approach) is of lesser weight than either of the first two factors. The fourth and fifth factors (Past Performance and Staffing) are also of equal weight, and each is of lesser weight than the third factor.

#### M.3.A. TECHNICAL EXCELLENCE (WRITTEN AND ORAL)

The purpose of this factor is to assess: (1) the Offeror's understanding of information systems (IS) identified in the Statement of Work (SOW), in particular, its understanding of the relevant state-of-the-art, key transportation and logistics issues, and future directions for IS; (2) the Offeror's understanding of and approach to the portfolio of IS tasks currently performed at the Volpe Center; (3) the Offeror's understanding of the Government's requirements as demonstrated by the effectiveness of its response to the hypothetical tasks given in Section L; and (4) the Offeror's understanding of ORA functions as defined in the SOW and its approach to the portfolio of ORA tasks currently performed at the Volpe Center. These sub-factors are of equal importance.

### **M.3.B. MANAGEMENT APPROACH (WRITTEN AND ORAL)**

The purpose of this factor is to assess: (1) the Offeror's management team and approach to managing the overall contract; (2) the Offeror's approach to staffing; (3) the Offeror's approach to quality control; (4) the Offeror's approach to cost control; and (5) the Offeror's approach to the contract administration function. These sub-factors are listed in descending order of importance.

### **M.3.C. TRANSITION APPROACH (ORAL)**

The purpose of this factor is to assess the Offeror's approach to transitioning from the current IS and ORA contracts to the new contract. This factor includes assessment of: (1) the degree to which disruption to ongoing tasks and sponsoring organization relationships is minimized; (2) effectiveness; (3) efficiency; and (4) probability of success. These sub-factors are of equal importance.

### **M.3.D. PAST PERFORMANCE (WRITTEN)**

The purpose of this factor is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the SOW. Contracts/tasks on which proposed Key Personnel played a significant role will be considered relevant. This factor includes assessment of: (1) quality of product/service; (2) timeliness of performance; (3) cost control; and (4) business relations. These sub-factors are of equal importance.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

### **M.3.E. STAFFING (WRITTEN)**

The purpose of this factor is to assess the depth and breadth of the proposed Key Personnel in each of the respective labor categories in terms of technical expertise, experience, education, capabilities and accomplishments relevant to the IS functional area requirements as outlined in the SOW.

## **M.4 COST/BUSINESS EVALUATION CRITERIA**

Proposed costs will be evaluated for reasonableness and realism. Cost realism, as defined and discussed in FAR 15.401 and 15.404-1(d), will be conducted on all line items. The Government will calculate probable cost for CLINs 0001, 0002, and 0003. The probable cost developed as a result of cost realism analysis may differ from proposed cost and will be used for purposes of evaluation to determine the best value.

The following, not necessarily in order of importance, shall also be evaluated. They will not be numerically scored.

- Consistency between cost and technical proposals;
- Compensation of professional employees will be evaluated in accordance with FAR 52.222-46;
- Proposed fees may be evaluated using weighted guidelines techniques as described in the Transportation Acquisition Manual. A proposal that includes fee in excess of the statutory limits will be eliminated from consideration; and
- Acceptability of the Small Business Subcontracting Plan (Section I, FAR 52.219-9).

## **SECTION J – ATTACHMENTS**

### **J.1 BILLING INSTRUCTIONS AND PROCEDURES FOR THE CONTRACTOR**

#### **A. Voucher Submission**

The Contractor is responsible for the preparation and submission of reimbursement claims in accordance with the terms of the contract. Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal, shall be used. SF-1035, the Continuation Sheet, or a similar substitute shall also be used. Reproductions are acceptable.

The Contractor shall submit an original and three copies of each voucher, continuation sheet, and supporting documentation to the following address:

DOT/Volpe Center  
55 Broadway, Kendall Square  
Accounts Payable, DTS-823  
Cambridge, MA 02142-1093

The Contractor shall also submit one concurrence copy of the above to the Administrative Contracting Officer (ACO) and one concurrence copy to the Contracting Officer's Technical Representative (COTR).

Vouchers may be submitted at the beginning of each calendar month for costs incurred during the previous month's user accountability period. Costs incurred earlier than the preceding month, but not previously billed, may be stated on the SF-1034/1035. Vouchers may be submitted once every month; other billing arrangements may at times be made subject to approval by the ACO.

#### **B. Preparation of Public Voucher, SF-1034**

Every voucher submitted for payment must contain the appropriate serial number, beginning with No. 1 and using consecutive numbers, to be placed in the block entitled "VOUCHER NO." The same voucher number must also be displayed on every page of the given voucher (all continuation sheets and supporting detail sheets). If the Contractor wishes to use its own number as well, it is to be placed in the block entitled "SCHEDULE NO." directly below the voucher number.

Every voucher submitted for payment must contain the date of preparation to be placed in the block entitled "DATE VOUCHER PREPARED."

Every voucher submitted for payment must contain the correct contract number and the commencement date of the contract to be placed in the block entitled "CONTRACT NUMBER AND DATE" (for example, DTRS57-99-C-00020, 11/01/2000). The contract number must also be displayed on every page of the given voucher (all continuation sheets and supporting detail sheets).

Every voucher submitted for payment must contain the payee's name and address, or the bank or organization to which payments have been assigned, to be placed in the block entitled "PAYEE'S NAME AND ADDRESS." (Reference FAR, Subpart 32.8)

Every voucher submitted for payment must show the beginning and ending month, day and year of delivery or service for costs claimed for reimbursement, to be placed in the block entitled "DATE OF DELIVERY OR SERVICE" (for example, November 1, 2000 to November 30, 2000).

**C. Continuation Sheets, SF-1035**

The first continuation sheet submitted shall be a high level summary of contract costs identified by contract line item number (CLIN) and displayed in columns showing contract costs by contract year(s), total contract cumulative costs to date, and billing for the current period.

The next four to six plus continuation sheets submitted shall be a summary of each contract line item:

- at least one sheet for costs related to Contract Management and Contract Administration;
- at least one sheet for costs related to Information Systems Support;
- if applicable, at least one sheet for Operations Research and Analysis Support;
- if applicable, at least one sheet for Transition, and
- at least one sheet for Other Direct Costs (ODCs).

Each continuation sheet submitted shall be displayed in columns showing contract costs by contract year(s), total contract cumulative costs to date, and billing for the current period. A breakdown of the following, where applicable, shall also be provided:

- Percentage of firm-fixed-price being billed on current voucher;
- Direct prime contractor labor hours and costs;
- Indirect cost on direct prime contractor labor (applicable rate for the current billing period must be displayed);
- Overhead cost on direct prime contractor labor (applicable rate for the current billing period must be displayed);
- Detailed listing on all ODCs being billed (specific supporting details for ODCs is requested in D below);
- Subcontractor labor hours and cost;
- General and Administrative (G&A) costs (applicable rate for the current billing period must be displayed);
- Award Fee;
- Fixed Fee; and
- Any comments or notes to further explain costs.

**D. Supporting Detail Sheets**

Supporting detail sheets are required for all labor hours and costs being billed. The detail sheets shall contain a listing by labor category of hours and total dollars for the current billing period, contract year-to-date, and contract-to-date. In addition, all labor hours and costs must be displayed by individual company (prime and subcontractor). Totals on the detail sheets must match totals on the continuation sheets.

Supporting detail sheets are also required for all ODCs being billed. For example:

- All travel costs (local and non-local) being billed on the current voucher must contain supporting details including traveler's name, User Accountability System (UAS) job order number to which travel is being charged, destination, description of costs (e.g., Airfare, meals, lodging, telephone) and amount;
- All facilities-related costs being billed on the current voucher (RFP-stipulated costs of space, telecommunication, and backbone and any Offeror-proposed costs) must be broken down into the detailed categories approved in the annual facilities budget; and

- All overtime premium charges being billed on the current voucher must contain by employee and labor category a breakdown of hours and dollars.

**E. Adjustments**

Any adjustments in hours and/or costs that have been made to previously billed vouchers (e.g., costs withheld by the Government) that have an affect upon contract year-to-date and/or contract-to-date hours and/or costs must be shown in a separate column and properly reflected in all totals.

Any adjustments in hours and/or costs that have been made, or are being made with the current voucher, to prior contract years must be accurately and clearly displayed (e.g., use of applicable rate for period in which service was delivered), and detailed on a separate continuation sheet.

**F. Additional Instructions**

Additional instructions and procedures for billing may be provided by the ACO after contract award.

## **J.2 ELECTRONIC SUBMISSION REQUIREMENTS**

All documents that have been requested for submission in electronic format must meet the following requirements, in addition to any specifications stated in other sections of this contract:

- Year 2000 Compliant;
- Compatible with Microsoft Office 97 or Microsoft Office 97 compatible electronic products (Microsoft Office 97 products include Word 97, PowerPoint 97 and Excel 97);
- Virus free

Electronic documents that do not satisfy the above will not be accepted. These specifications may be modified by the COTR during the performance of the contract.

### **J.3 JOB ORDER SYSTEM PROCEDURES**

#### **A. SUPPORT UNDER THE TECHNICAL SUPPORT SERVICES CONTRACT**

##### **1. Introduction**

The Volpe Center has a portfolio of 300+ transportation and logistics projects that varies in number, scope, and substance over the course of any year. The Volpe Center's staffing strategy uses a combination of Federal and Contractor employees to meet the broad range and quantity of skills needed to support projects. The Technical Support Service Contract (TSSC) provides a dedicated labor pool of information systems engineering and technology professionals capable of meeting the Volpe Center's programmatic requirements. This TSSC also includes an option for providing a dedicated pool of highly skilled professionals in the transportation and logistics operations research and analysis functional area.

##### **2. Project Characteristics**

The Contractor provides staff resources capable of performing the necessary functions in response to task assignments presented by a variety of Volpe Center project leaders. Task scope, level of effort (LOE), and performance periods vary widely; some tasks average more than 30 labor years per year and some less than 1 labor year. Periods of performance can range from several weeks to the length of the contract.

#### **B. THE JOB ORDER SYSTEM**

The Volpe Center monitors and tracks work performed on the TSSC through a job order system. All work performed must have a job order with appropriate supporting documentation, authorization, and certifications. The User Accountability System (UAS) is the automated information system that supports the job order system.

##### **1. Initiation of Task**

"Contact persons" on the Contractor's staff will be identified as the primary point of contact for each major user organization at the Volpe Center. This individual is a senior level management employee who is thoroughly familiar with the contract scope and special provisions so he/she can appropriately advise contract users on the full range of capabilities available under the contract. When necessary, the contact person can seek the guidance and/or participation of the Contracting Officer's Technical Representative (COTR).

Initially, the Volpe Center contract user (initiator) can contact either the COTR or the contact person assigned to his/her organization, stating the need for technical support services. A meeting between the initiator and a member of the Contractor's staff will then be arranged. The purpose of this meeting is to discuss the requirement and to develop a mutual understanding of the task to be performed, including the skills needed to support the task, schedules, budget, milestones, and other key issues. At this time, the initiator should provide all the pertinent documentation and material to the Contractor, along with the proper funding information. A Job Request Form A (Figure 1) is prepared by the Contractor and returned to the initiator for approval in accordance with Volpe Center Announcement #95-27 dated 8/31/95 (Figure 2). Attached to the Job Request Form A is a detailed task specification package that includes:



- a. Identification of a task leader from the Contractor's staff;
- b. Task definition (a detailed statement of the work to be done);
- c. Deliverable end items;
- d. Milestone objectives and schedules;
- e. Computer and personnel resource requirements and scheduling;
- f. Documentation and reporting requirements; and
- g. Completion date(s).

A minimum level of documentation is provided for each task upon completion. Due to the wide variety of customers served by the Volpe Center, there is no one set of guidelines that is specified to govern documentation. Specific task deliverables (e.g., software, studies, reports, documentation to other standards) and schedules are delineated in the task specification. All deliverables are submitted to the task initiator.

Once approvals are obtained, a Job Number is assigned to the task, and the completed form is forwarded to the Volpe Center Financial Management Division for certification and commitment of funds. The Job Number and associated information is then entered into the User Accountability System (UAS) to establish a record against which contract labor and travel will be reported.

## **2. Support of Task**

Once the task is underway, the Contractor will maintain contact with the initiator to keep him/her aware of the progress and status of the task. This is done through periodic meetings with the initiator and monthly status reports submitted to the initiator and the COTR. These progress reports are submitted at intervals as requested by the initiator through the Job Order, and as part of the Contractor's monthly reporting requirements. Unless otherwise specified in the Job Order, these reports contain in narrative form the accomplishments of the time period involved along with the planned work for the following period, a description of any problem areas encountered, and a status of project activity and funding. When appropriate, the Contractor will hold technical discussions with the initiator to review intermediate results and clarify any problems that may arise.

If during the support of a task, the task objectives and/or estimates change significantly, the Contractor must develop and submit for approval the new task specification/ requirements. The procedures in such a case are the same as those set forth in developing a new task specification.

## **J.4 USER ACCOUNTABILITY SYSTEM FORMATS AND REPORTS**

### **A. INTRODUCTION**

The User Accountability System (UAS) is an automated information system that supports the Technical Support Services Contract (TSSC). The objective of the system is:

1. To provide contract users with weekly reports reflecting (1) current (weekly, month-to-date, and year-to-date) task estimates (commitments), and (2) current utilization (obligations);
2. To provide the COTR with data essential to monitoring the TSS Contract;
3. To generate reports used by the Contractor's management staff to manage activity at the task level; and
4. To provide for automatic generation and input of charges into the Center's Financial Management System.

### **B. INPUT TO UAS**

The UAS is dependent upon two main sources of input: Job Order Forms and Contractor Labor Charges.

#### **1. Job Order Form**

The Job Order Form, also known as the UAS Form A (Figure 1), is the source document for establishing a task under the contract. This form is also used to revise, modify, or delete a task once it has been established. The controlling element is the Job Number. The Financial Management Division also uses this form as the official document for commitment of program funds once the appropriate approvals have been obtained. The information from these forms is entered into the UAS to create or update a job order record. The detailed specifications and descriptions of the task are provided by the Job Order Initiator or the Contractor Task Leader and attached to the Form A.

#### **2. Contractor Labor Charges**

Each week the Contractor provides the Program Development and Resource Management Division with a breakdown of hours used in support of each task. This information is entered into the UAS whereby the time and cost figures are updated for each task according to a pre-established rate structure.

### **C. RESPONSIBILITY**

The UAS is run twice weekly. The first run is a preliminary run to input weekly labor charges. This system update is scheduled for close of business (COB) each Monday. (COB Tuesday is the latest this update can take place.) It is the Contractor's responsibility to provide the UAS System Manager with a labor file on a timely basis. The second run (which takes place on Wednesday of the same week) will process labor adjustments, if any. During the run, files and reports are produced for the Financial Management Division to update the Volpe Center's financial management systems. These files and reports must be turned over to the Volpe Center's Financial Management Division on Thursday of each week.

**D. OUTPUT**

The UAS provides reports on a weekly basis. As a rule, weekly closings are on Wednesday of each week and monthly closings are as of the last Saturday of each month. Closings generate the only official UAS reports and data. Unofficial UAS reports and data are generated by the preliminary runs and serve as an aid in the function of monitoring project activity.

**E. USER ACCOUNTABILITY SYSTEM (UAS) REPORTS**

There are multiple reports generated by UAS for the administration and monitoring of the operation/performance of the contract. The distribution of these reports varies with requirements. The reports are designed to satisfy the specific needs of functional areas and to provide current technical and financial information to Volpe Center Manager, Job Order Initiators, and the Contracting Officer's Technical Representative (COTR).

**J.5 PERFORMANCE EVALUATION PLAN**

**PERFORMANCE EVALUATION PLAN**

**FOR**

**Contract No.** \_\_\_\_\_

**With** \_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
(Signature) (Date)  
Fee Determination Official

\_\_\_\_\_  
(Typed Name) (Title)

## Introduction

This plan covers the administration of the award fee provisions for Contract Line Item Number (CLIN) 0001, Contract Management and Administration, of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_.

The Contractor is required to provide onsite technical support services. CLIN 0001 requires the Contractor to provide contract management and administrative support services. The term of CLIN 0001 is from \_\_\_\_\_ through \_\_\_\_\_. The estimated cost of performing CLIN 0001 and the maximum available award fee by contract year is in the table below. (The base fee is zero.)

Contract Year	Estimated Cost	Maximum Award Fee Available
Base Year 1		
Base Year 2		
Option Year 1		
Option Year 2		
Option Year 3		
Option Year 1 w/ ORA		
Option Year 2 w/ ORA		
Option Year 3 w/ ORA		

The estimated cost and award fee are subject to equitable adjustments arising from changes or other contract modifications. The award fee payable will be determined periodically by the Fee Determination Official in accordance with this plan. Fee not earned during any given evaluation period will not be accumulated and will not be available for allocation in subsequent periods. Award fee determinations are not subject to the Disputes clause of the contract. The Fee Determination Official may unilaterally change the matters in this plan, unless otherwise requiring mutual agreement under the contract, provided the Contractor receives notice of the changes at least 45 calendar days PRIOR TO the beginning of the evaluation period to which the changes apply.

## Organizational Structure for Award Fee Administration

The following organizational structure is established for administering the award fee provisions of the contract.

### Fee Determination Official (FDO)

The FDO is the Director, Office of Strategic Programs and Resource Planning. Primary FDO responsibilities are: (1) Determining the award fee earned and payable for each evaluation period; and (2) Changing the matters covered in this plan when appropriate.

### Chair, Performance Evaluation Board (Board)

The Chair of the Board is the Chief, Program Development and Resource Management Division. The Chair will appoint Board members prior to the start of each evaluation period. Primary responsibilities of the Board are: (1) Conducting periodic evaluations of Contractor performance and submitting a written report to the FDO covering the Board's findings and recommendations for each evaluation period; and (2) Recommending changes to this plan to the FDO to improve the process or performance of the Contractor.

## Evaluation Methods

The evaluation periods, available fees, factors, weights, and criteria are attached to this plan as indicated below.

<b>Requirement</b>	<b>Attachment</b>
Evaluation Periods, Available Fee, Factors, and Weights	A
Evaluation Criteria for Factor No. 1	B.1
Evaluation Criteria for Factor No. 2	B.2
Evaluation Criteria for Factor No. 3	B.3
Evaluation Criteria for Factor No. 4	B.4

The Board will assess the Contractors performance and assign a rating for each evaluation criteria. Using the assigned weights as guidance, the Board will create a summary performance rating. Rating levels and descriptions for both the evaluation factors and summary evaluation are listed below.

<b>Adjectival Rating</b>	<b>Description</b>
Excellent	Exceptional merit exhibited against Contract and task-level requirements; achievement of distinguished results; numerous strengths observed; no performance deficiencies or weaknesses observed.
Very Good	Fully responsive and compliant with all contract and task-level requirements; highly effective results; a number of strengths; no more than one or two performance weaknesses observed; no performance deficiencies noted; weaknesses have no impact on overall contract performance.
Satisfactory	Fully responsive with all contract and task-level requirements; adequate results; some strengths observed; some performance weaknesses noted; few, if any, deficiencies noted; deficiencies have only a limited impact on overall work performance.
Poor	While responsive to contract and task-level requirements, results are less than adequate; performance weaknesses and/or deficiencies noted with a clear impact on overall contract performance; no strengths observed; a number of weaknesses and deficiencies noted; risk of unacceptable performance in future is high.
Unacceptable	Inadequate or limited results in meeting contract and task-level requirements; significant reportable deficiencies noted which adversely impact overall contract performance. Immediate corrective action required.

For purposes of assigning ratings, the following definitions are provided:

Performance Strength

A performance feature which substantially exceeds the Government's requirements at the contract or task-level with regards to quality, effort, costs, schedule, and impact.

Performance Weakness

Performance that only marginally meets the Governments requirements as stated at the contract or task-level.

Performance Deficiency

Failures to address, perform, and/or meet contract or task-level requirements or performance evaluation criteria.

Summary performance ratings will form the basis for the award fee determination. The chart below provides guidance for converting the summary rating to a fee determination.

<b>Summary Rating</b>	<b>Percentage of Fee</b>
Excellent	90 – 100
Very Good	71 – 89
Satisfactory	31 – 70
Poor	10 – 30
Unacceptable	0

The fee percentage indicated in the above conversion table and the element weights in Attachment A are quantifying devices. Their sole purpose is to provide guidance in arriving at a general assessment of the amount of interim or final award fee earned. In no way do they imply an arithmetical precision to any judgmental determination of the Contractor's overall performance and amount of interim or final award fee earned.

**Method for Determining Award Fee**

A determination of the award fee earned for each evaluation period will be made by the FDO within 60 days after the end of the period. The method to be followed in monitoring, evaluating and assessing Contractor performance during the period, as well as for determining the award fee earned or paid, is described below.

The Chair will convene the Board prior to the start of each performance period. Board members will review the Performance Evaluation Plan and establish a plan for monitoring performance of each evaluation factor. Board members will be selected on the basis of their expertise relative to performance areas of emphasis. The Chair will ensure that each Board member receives a current copy of this plan and appropriate orientation and guidance. The Chair will request and obtain additional performance information from other units or personnel normally involved in observing Contractor performance, as appropriate.

Promptly after the end of each evaluation period, the Board will meet to consider all the performance information it has obtained. At the meeting, the Board will assign a summary rating based upon its preliminary findings and recommendations. The Board may then meet with the Contractor to discuss the

preliminary findings and recommendations. At this meeting, the Contractor is given an opportunity to submit information on its behalf, including an assessment of its performance during the evaluation period. After meeting with the Contractor, the Board will consider matters presented by the Contractor and finalize the summary rating and fee recommendations for the evaluation report.

The Chair will prepare the final report for the period and submit it to the FDO for use in determining the award fee earned. The Contractor may be notified of the Board's recommendation. The Contractor may provide additional information for consideration by the FDO. When submitting the report, the Chair will inform the FDO whether the Contractor desires to present any matters to the FDO before the award fee determination is made.

The FDO will consider the evaluation report and discuss it with the Chair and other personnel, as appropriate. The FDO will consider the recommendations of the Board; information provided by the Contractor, if any; and any other pertinent information in determining the amount of award fee to be paid for the period. The FDO's determination of the amount of award fee to be paid and the basis for this determination will be stated in writing.

The Contractor will be notified by the Contracting Officer (CO) of the FDO's determination. Upon request, the Contractor will be provided with a debriefing by the FDO.

### **Changes in Plan Coverage**

#### Right to Make Unilateral Changes

Any matters covered in this plan not otherwise requiring mutual agreement under the contract may be changed unilaterally by the FDO prior to the beginning of an evaluation period by timely notice to the Contractor in writing. The changes will be made without formal modification of the contract.

#### Method for Changing Plan Coverage

Personnel involved in the administration of the award fee provisions of the contract are encouraged to recommend plan changes with a view toward changing management emphasis, motivating higher performance levels or improving the award fee determination process. Recommended changes should be sent to the Board for consideration and drafting.

Prior to the end of each evaluation period, the Board will submit its recommended changes, if any, applicable to the next evaluation period for approval by the FDO with appropriate comments and justification.

45 calendar days before the beginning of each evaluation period, the CO will notify the Contractor in writing of any changes to be applied during the next period. If the Contractor is not provided with this notification, or if the notification is not provided within the agreed-to number of working days before the beginning of the next period, then the existing plan will continue in effect for the next evaluation period.

<b>Action</b>	<b>Schedule (Calendar days)</b>
Board drafts proposed changes	Ongoing
Board submits recommended changes to FDO for approval	75 days prior to end of each period.
Through CO, FDO notifies Contractor as to whether or not there are changes	45 days before start of the applicable period.



**ATTACHMENT A**  
**EVALUATION PERIODS, AVAILABLE AWARD FEE, AND EVALUATION FACTORS & WEIGHTS**

Contract No. \_\_\_\_\_

With \_\_\_\_\_

<b>Period Number</b>	<b>Start Date</b>	<b>End Date</b>	<b>Max. Avail. Award Fee</b>
1	November 1, 2000	April 30, 2001	
2	May 1, 2001	October 31, 2001	
3	November 1, 2001	April 30, 2002	
4	May 1, 2002	October 31, 2002	
5	November 1, 2002	April 30, 2003	
6	May 1, 2003	October 31, 2003	
7	November 1, 2003	April 30, 2004	
8	May 1, 2004	October 31, 2004	
9	November 1, 2004	April 30, 2005	
10	May 1, 2005	October 31, 2005	

**Performance Evaluation Factors and Weights**

<b>Evaluation Factor</b>	<b>Weight</b>
1. Technical Leadership	30%
2. Staffing	30%
3. Cost Control	20%
4. Quality Control	20%

**ATTACHMENT B.1**  
**EVALUATION CRITERIA FOR FACTOR NO. 1 – TECHNICAL LEADERSHIP**

**Factor Weight:** 30%

**Factor Description:** Technical Leadership – excellence in technical support to Volpe Center information systems projects.

**Sub-factors to Consider:**

- Provides strong information systems capability
- Identifies emerging information technologies and methodologies
- Provides technical guidance to meet project goals on time, within budget, and with a quality product

**Evaluation Criteria:**

- Contractor's information systems capability is instrumental in developing and maintaining Volpe Center business
- Contractor's staff identifies new technologies/methodologies; shares information with key Volpe Center personnel; promotes their adoption; and effectively advocates for high-caliber information system capabilities
- Contractor's management team is recognized as adding technical value to projects and tasks
- Technical tasks meet project goals on schedule and within budget
- Task deliverables meet quality requirements of Volpe initiators

**Basis for Measuring Performance:**

- Twice yearly Directorate program reviews
- Survey (formal and/or ad hoc) of contract users
- Monthly status reports
- Red-Yellow-Green monthly reporting
- Monthly Funding and Labor reports
- Fill rate in key leadership positions

**ATTACHMENT B.2**  
**EVALUATION CRITERIA FOR FACTOR NO. 2 – STAFFING**

**Factor Weight:** 30%

**Factor Description:** Staffing – maintain the necessary staffing level and labor mix to meet Volpe Center user requirements.

**Sub-factors to Consider:**

- Provides high caliber of staff
- Staffs tasks for cost effectiveness
- Brings in new skills quickly
- Minimizes staff down time

**Evaluation Criteria:**

- Tasks are staffed with appropriately skilled and motivated staff whose performance enhances task outcomes
- Tasks are not over-staffed
- Tasks are staffed to insure deliverables are met with the lowest overall costs to the Volpe customer
- Unwanted turnover is kept to a minimum
- Project schedules and deliverables are minimally disrupted when turnover occurs
- Ensures overall contract staffing minimizes downtime between tasks
- Obtains new skill requirements quickly, efficiently, and effectively

**Basis for Measuring Performance:**

- Twice yearly Directorate program reviews
- Survey (formal and/or ad hoc) of contract users
- Monthly status reports
- Monthly Funding and Labor reports
- Staffing Report
- Turnover rates
- Staffing costs and times
- Red-Yellow-Green monthly reporting

**ATTACHMENT B.3**  
**EVALUATION CRITERIA FOR FACTOR NO. 3 – COST CONTROL**

**Factor Weight:** 20%

**Factor Description:** Cost Control – management of the cost recovery process and E and K accounts budgets.

**Sub-factors to Consider:**

- Support to cost recovery process, including estimation of annual contract costs and process account budgets, estimates for demand for labor, recommendations for rate setting, tracking of cost recovery, and recommendations for improved processes and/or resolution to problems
- Management of E and K accounts budgets
- Separation of costs among contract line items

**Evaluation Criteria:**

- Accuracy of process account estimates
- Effectiveness of methodologies
- Accuracy of process account tracking
- Effectiveness of recommendations for problem resolution
- Effectiveness in communications with COTR
- Effectiveness in managing E and K accounts to improve overall contract performance
- Effectiveness in managing to budget.
- Accuracy of invoicing of contract line item costs.

**Basis for Measuring Performance:**

- Contractor progress reports to COTR
- Invoices

**ATTACHMENT B.4**  
**EVALUATION CRITERIA FOR FACTOR NO. 4 – QUALITY CONTROL**

**Factor Weight:** 20%

**Factor Description:** Quality Control – processes for assuring technical excellence of task deliverables.

**Sub-factors to Consider:**

- Quality assurance program
- System for configuration management
- Software process improvement program

**Evaluation Criteria:**

- Delivery of quality technical products is accomplished per job order
- A comprehensive quality control program is established, is well understood by Contractor management and staff, is operational, and results in improved quality of deliverables and/or reduced deliverable costs
- A comprehensive system for configuration management is established, is well understood by Contractor management and staff, is operational, and results in high quality, repeatable deliverables
- A comprehensive software process improvement program is established, is well understood by Contractor management and staff, is operational, and result in high quality, repeatable deliverables

**Basis for Measuring Performance:**

- Twice yearly Directorate program reviews
- Survey (formal and/or ad hoc) of contract users
- Monthly status reports
- Written description of quality control program.
- Written description of the configuration management program.
- Monthly Funding and Labor reports
- Red-Yellow-Green monthly reporting

## J.6 RED-YELLOW-GREEN REPORTING FORMATS

### A. PPA ASSESSMENTS

#### 1. Introduction

The Contractor is required to provide a high-level assessment of its activities for each Project Plan Agreement (PPA) supported during the fiscal year. The primary purpose of these assessments is to encourage communication among the Contractor, job order initiators, the COTR, and Volpe Center management. Organizing the report around PPAs provides one view of the status of work performed for the Volpe Center Sponsor in support of their PPA. The attributes assessed (task definition, technical content, schedule, cost, and staffing) provide a limited view of the status of work performed. This report is best used as a means of validating progress between the Contractor and the job order initiator and as an indicator of Contractor performance to the COTR and Volpe Center management. Indicators need to be examined more closely to verify the exact nature of the performance issue.

#### 2. Data Elements

For each entry, the following information will be reported using the data from the UAS for the previous month:

- PPA Number
- PPA Title
- DTS Number (Volpe Center organization supported)
- Total commitments as recorded in UAS
- Total obligations as recorded in UAS
- Total hours as recorded in UAS
- Total LOE calculated by dividing the total hours delivered by the number of contract hours available; i.e., number of elapsed weeks in the Government fiscal year multiplied by 40 hours per week

For each PPA, status assessments will be made for the following attributes:

- Task Definition: are the work items being supported/to be supported as defined in approved task plans
- Technical Content: are technical issues well understood and under control
- Schedule: are key deliverables of adequate quality being delivered/going to be delivered in accordance with the schedule contained in the approved task plans
- Cost: are the actual/projected costs at or below the costs contained in the approved task plans
- Staffing: are individuals with the appropriate skills at the required LOE being provided/going to be provided as delineated in the approved task plans

#### 3. Assessment Scheme

Assessments are made using a color scheme. **Red** indicates that a significant problem either does or will exist. **Yellow** indicates that a minor problem either does or may exist. **Green** indicates that all items are generally proceeding in accordance with the approved plan. **Blue** means the PPA is closed as of the end of the reporting month. A PPA being closed means that all jobs for all tasks being performed within a department in support of that PPA have been closed. Suggested definitions of the colors to be used for assessing each of the five attributes are provided below:

**TASK DEFINITION**

<b>Status</b>	<b>Definition</b>
Red (R)	At least one task plan associated with the PPA for an organization (e.g., DTS-25) for the period of performance was not approved as of the end of the reporting period. Having an approved task plan for the period of performance implies that meaningful work items and labor allocations exist that cover the period of performance and that the task plan has been approved by the initiator at the Volpe Center.
Yellow (Y)	All task plans associated with the PPA for an organization (e.g. DTS-25) for the period of performance are approved, however, at least one task plan has work items that do not reflect at least 90% of the work being performed on that task. Basically, an approved task plan exists for the period of performance but it requires revision.
Green (G)	All task plans associated with the PPA for an organization (e.g. DTS-25) for the period of performance are approved as of the end of the reporting period and the work items on each approved task plan reflect at least 90% of the work being performed on each task.
Blue (B)	All tasks associated with the PPA are closed as of the end of the reporting period.

**TECHNICAL CONTENT**

<b>Status</b>	<b>Definition</b>
Red (R)	The technical aspects of at least one task associated with the PPA for an organization (e.g. DTS-25) is interfering/will interfere with the ability to accomplish the approved objectives of that task. For example, the technology selected for a particular task will make it essentially impossible to meet performance requirements.
Yellow (Y)	The technical aspects of at least one task plan associated with the PPA for an organization (e.g. DTS-25) may interfere with the ability to accomplish the approved objectives of that task.
Green (G)	The technical aspects of all tasks associated with the PPA for an organization (e.g. DTS-25) are appropriate for the objectives to be accomplished.
Blue (B)	All tasks associated with the PPA are closed as of the end of the reporting period.

**SCHEDULE**

<b>Status</b>	<b>Definition</b>
Red (R)	A key deliverable for a prior reporting period was not completed in accordance with the approved schedule and has still not been delivered as of the end of the reporting period; or A key deliverable for the current reporting period was not completed in accordance with the approved schedule; or It is known that a key deliverable will not be completed in the future in accordance with the approved schedule.
Yellow (Y)	All key deliverables for prior reporting periods have been delivered (even if later than planned) and all key deliverables for the current reporting period were completed in accordance with the approved schedule but it is expected that a future key deliverable may not be delivered on schedule.
Green (G)	All key deliverables for prior reporting periods have been delivered (even if later than planned) and all key deliverables for the current reporting period were completed in accordance with the approved schedule and it is expected that future key deliverables will be delivered on schedule.
Blue (B)	All tasks associated with the PPA are closed as of the end of the reporting period.

**COST**

<b>Status</b>	<b>Definition</b>
Red (R)	Obligations exceed commitments on at least one job as of the end of the reporting period, i.e., an overrun exists, and the overrun cannot be quickly corrected through the submission of amended timecard(s) or Form A; or Obligations exceed commitments, in a cumulative sense, across all active jobs on a multiple job task as of the end of the reporting period; or Planned expenditures for any task will exceed the approved expenditures for the task at the conclusion of the task or the fiscal year, whichever occurs first; or It is known that there will be a funding problem (either in an absolute sense or in terms of cash flow) associated with any task for the fiscal year.
Yellow (Y)	Obligations exceed commitments on at least one job as of the end of the reporting period, i.e. an overrun exists, and the overrun can quickly be corrected through the submission of amended time cards or Form A; or Planned expenditures for any task may exceed the approved expenditures for the task at the conclusion of the task or the fiscal year, whichever occurs first; or It is known that there may be a funding problem (either in an absolute sense or in terms of cash flow) associated with any task for the fiscal year.
Green (G)	Commitments exceed obligations on all jobs as of the end of the reporting period, i.e. a positive balance exists on all jobs; and Planned expenditures for all tasks are expected to be less than or equal to the approved expenditures for the task at the conclusion of the task or the fiscal year, whichever occurs first; and There are no known funding or cash flow problems associated with any tasks for the fiscal year.
Blue (B)	All tasks associated with the PPA are closed as of the end of the reporting period.



**STAFFING**

<b>Status</b>	<b>Definition</b>
Red (R)	The appropriate skills or level of effort are not being applied to all tasks associated with a PPA as of the end of the reporting period; or Any open requisitions that are required to make planned key deliverables will not be filled by their target dates.
Yellow (Y)	The appropriate skills and level of effort are being applied to all tasks associated with a PPA as of the end of the reporting period; and Any open requisitions that are required to make planned key deliverables may not be filled by their target dates.
Green (G)	The appropriate skills and level of effort are being applied to all tasks as of the end of the reporting period; and All open requisitions that are required to make planned key deliverables associated with all tasks on a PPA are expected to be filled by the targeted date.
Blue (B)	All tasks associated with the PPA are closed as of the end of the reporting period.

**3. Report Formats and Schedules**

The Contractor is required to submit reports monthly in accordance with the delivery schedules in Section F. Reports must be prepared using Microsoft Excel 97. One sheet will be prepared for each Volpe Center Directorate (see Figure 3 for a sample). Any cell assessed as Red or Yellow should be footnoted with an explanation. The Contractor may provide assessments at the task level in addition to the PPA level. If this is done, the task level assessments should appear underneath the PPA level assessment on the sheet.

The Contractor will also prepare a summary sheet which summarizes all PPAs, with subtotals for all PPAs with at least one Red assessment; with at least one Yellow and no Red assessments; with all Green assessments, and all Blue assessments (see Figure 4 for a sample).

These reports may be modified by the COTR during the performance of the contract.

## **J.7 MONTHLY STAFFING ACTIVITY REPORT REQUIREMENTS**

The monthly staffing report shall include, but is not limited to the following information, to be shown in three columns - **current month status, contract year-to-date and contract to date**:

### **Total Contract Personnel Count**

Display the total number of personnel employed under the contract in terms of head count and LOE where 1 labor year equals 2,087 hours.

### **Contract Personnel Count by Company**

Display the number of employees on the contract by company in terms of head count and LOE where 1 labor year equals 2,087 hours.

### **Contract Personnel Count by Contract Line Item and Labor Category**

Display the number of employees on the contract (head count and LOE) by labor category within contract line item (e.g. number of employees performing Contract Management and Administration, IS Support, and, if exercised, ORA Support).

### **New Hires**

Display the number of new hires on the contract by company, contract line item and labor category.

### **Departures**

Display the number of employees that have left the contract by company by contract line item and labor category. Also, display the reason for each individual's departure (e.g., separation for cause, voluntary departure, lack of work, etc.).

### **Turnover Rates**

Display the turnover rates (average annual head count / # all departures in year) for the contract as a whole, for the prime contractor, and for each individual subcontractor.

### **Open Requisitions**

Display the number of open requisitions on the contract by contract line item; include the following information, if applicable, for each requisition: date of request, status (e.g., recruiting, on hold, offer made, filled by *insert name*), date entered on duty, time to fill.

### **Open Requisition Profile**

Display the number of open requisitions on the contract by contract line item categorized into the following profile:

1. Open requisitions that are less than 20 days old
2. Open requisitions that are less than 21-40 days old
3. Open requisitions that are less than 41-60 days old
4. Open requisitions that are less than 61-80 days old
5. Open requisitions that are greater than 81 days old;

**Recruitment Activities - past and future**

List past initiatives that have been taken to fill open requisitions (recruitment activities), and future planned initiatives; include number of events and dates if applicable; and

**Downtime**

Display the number of employees by labor category that are on downtime and the percentage of each individual's time that is being charged to the K account. Describe what action(s) have been taken or are planned in the future to remove them from downtime, including the anticipated date.

Additional information for the monthly staffing report may be requested by the COTR after contract award.

**J.8 U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS**

WAGE DETERMINATION NO: 94-2255 REV (13) AREA: MA, BOSTON

WAGE DETERMINATION NO: 94-2255 REV (13) AREA: MA, BOSTON

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

REGISTER OF WAGE DETERMINATION UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATIONBy direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| Washington, D.C. 20210Wage Determination No.:94-2255 Revision No.: 13  
Division of Wage Determinations | Date of Last Revision: 06/18/1999

| State): Massachusetts

| Areas: Massachusetts COUNTIES OF Bristol, Essex, Middlesex, Norfolk,  
| Plymouth, Suffolk, Worcester  
| 1/\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*OCCUPATION CODE AND TITLEMINIMUM HOURLY WAGE

## Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 11.05
01012 Accounting Clerk II	\$ 12.06
01013 Accounting Clerk III	\$ 12.97
01014 Accounting Clerk IV	\$ 16.05
01030 Court Reporter	\$ 14.22
01050 Dispatcher, Motor Vehicle	\$ 14.22
01060 Document Preparation Clerk	\$ 12.52
01070 Messenger (Courier)	\$ 9.41
01090 Duplicating Machine Operator	\$ 12.52
01110 Film/Tape Librarian	\$ 12.82
01115 General Clerk I	\$ 9.41
01116 General Clerk II	\$ 10.57
01117 General Clerk III	\$ 12.52
01118 General Clerk IV	\$ 14.52
01120 Housing Referral Assistant	\$ 15.54
01131 Key Entry Operator I	\$ 11.14

01132 Key Entry Operator II	\$ 13.63
01191 Order Clerk I	\$ 10.15
01192 Order Clerk II	\$ 12.16
01261 Personnel Assistant (Employment) I	\$ 11.99
01262 Personnel Assistant (Employment) II	\$ 13.47
01263 Personnel Assistant (Employment) III	\$ 14.70
01264 Personnel Assistant (Employment) IV	\$ 17.43
01270 Production Control Clerk	\$ 15.54
01290 Rental Clerk	\$ 12.82
01300 Scheduler, Maintenance	\$ 12.82
01311 Secretary I	\$ 12.82
01312 Secretary II	\$ 14.22
01313 Secretary III	\$ 15.54
01314 Secretary IV	\$ 16.47
01315 Secretary V	\$ 21.82
01320 Service Order Dispatcher	\$ 12.82
01341 Stenographer I	\$ 10.49
01342 Stenographer II	\$ 12.82
01400 Supply Technician	\$ 16.47
01420 Survey Worker (Interviewer)	\$ 14.22
01460 Switchboard Operator-Receptionist	\$ 11.82
01510 Test Examiner	\$ 14.22
01520 Test Proctor	\$ 14.22
01531 Travel Clerk I	\$ 9.12
01532 Travel Clerk II	\$ 9.86
01533 Travel Clerk III	\$ 10.62
01611 Word Processor I	\$ 12.94
01612 Word Processor II	\$ 14.12
01613 Word Processor III	\$ 16.70

## Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 12.16
03041 Computer Operator I	\$ 12.16
03042 Computer Operator II	\$ 13.60
03043 Computer Operator III	\$ 16.48
03044 Computer Operator IV	\$ 20.75
03045 Computer Operator V	\$ 23.24
03071 Computer Programmer I 3/	\$ 15.96
03072 Computer Programmer II 3/	\$ 18.22
03073 Computer Programmer III 3/	\$ 21.61
03074 Computer Programmer IV 3/	\$ 26.06
03101 Computer Systems Analyst I 3/	\$ 21.25
03102 Computer Systems Analyst II 3/	\$ 26.39
03103 Computer Systems Analyst III 3/	\$ 26.92
03160 Peripheral Equipment Operator	\$ 12.16

## Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 17.15
05010 Automotive Glass Installer	\$ 15.69
05040 Automotive Worker	\$ 15.69
05070 Electrician, Automotive	\$ 16.44
05100 Mobile Equipment Servicer	\$ 14.22
05130 Motor Equipment Metal Mechanic	\$ 17.15
05160 Motor Equipment Metal Worker	\$ 15.69
05190 Motor Vehicle Mechanic	\$ 16.72
05220 Motor Vehicle Mechanic Helper	\$ 13.44
05250 Motor Vehicle Upholstery Worker	\$ 14.93
05280 Motor Vehicle Wrecker	\$ 15.69
05310 Painter, Automotive	\$ 16.44
05340 Radiator Repair Specialist	\$ 15.69
05370 Tire Repairer	\$ 14.22
05400 Transmission Repair Specialist	\$ 17.15

## Food Preparation and Service Occupations:

07010 Baker	\$ 12.61
07041 Cook I	\$ 11.40
07042 Cook II	\$ 12.57
07070 Dishwasher	\$ 8.91
07100 Food Service Worker (Cafeteria Worker)	\$ 8.91
07130 Meat Cutter	\$ 12.57
07250 Waiter/Waitress	\$ 9.46

## Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 16.44
09040 Furniture Handler	\$ 12.70
09070 Furniture Refinisher	\$ 16.44
09100 Furniture Refinisher Helper	\$ 13.44
09110 Furniture Repairer, Minor	\$ 14.93
09130 Upholsterer	\$ 16.44

## General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 9.04
11060 Elevator Operator	\$ 8.91
11090 Gardener	\$ 11.40
11121 Housekeeping Aide I	\$ 8.37
11122 Housekeeping Aide II	\$ 8.91
11150 Janitor	\$ 8.91
11210 Laborer, Grounds Maintenance	\$ 9.46
11240 Maid or Houseman	\$ 11.40
11270 Pest Controller	\$ 11.96
11300 Refuse Collector 3/	\$ 8.91
11330 Tractor Operator	\$ 10.76
11360 Window Cleaner	\$ 9.57

## Health Occupations:

12020 Dental Assistant	\$ 10.78
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 12.01
12071 Licensed Practical Nurse I	\$ 13.90
12072 Licensed Practical Nurse II	\$ 15.60
12073 Licensed Practical Nurse III	\$ 17.45
12100 Medical Assistant	\$ 9.64
12130 Medical Laboratory Technician	\$ 9.64
12160 Medical Record Clerk	\$ 9.64
12190 Medical Record Technician	\$ 13.36
12221 Nursing Assistant I	\$ 8.29
12222 Nursing Assistant II	\$ 9.32
12223 Nursing Assistant III	\$ 9.80
12224 Nursing Assistant IV	\$ 11.41
12250 Pharmacy Technician	\$ 12.02
12280 Phlebotomist	\$ 9.64
12311 Registered Nurse I	\$ 16.64
12312 Registered Nurse II	\$ 22.79
12313 Registered Nurse II, Specialist	\$ 22.79
12314 Registered Nurse III	\$ 27.57
12315 Registered Nurse III, Anesthetist	\$ 27.57
12316 Registered Nurse IV	\$ 33.05

## Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 16.47
13011 Exhibits Specialist I	\$ 16.19
13012 Exhibits Specialist II	\$ 20.58
13013 Exhibits Specialist III	\$ 25.17
13041 Illustrator I	\$ 16.19
13042 Illustrator II	\$ 20.58
13043 Illustrator III	\$ 25.17
13047 Librarian	\$ 21.82
13050 Library Technician	\$ 14.22
13071 Photographer I	\$ 12.36
13072 Photographer II	\$ 16.19
13073 Photographer III	\$ 20.58
13074 Photographer IV	\$ 25.17
13075 Photographer V	\$ 30.44

## Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 7.09
15030 Counter Attendant	\$ 7.09
15040 Dry Cleaner	\$ 9.40
15070 Finisher, Flatwork, Machine	\$ 7.09
15090 Presser, Hand	\$ 7.09

15100 Presser, Machine, Drycleaning	\$ 7.09
15130 Presser, Machine, Shirts	\$ 7.09
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 7.09
15190 Sewing Machine Operator	\$ 10.15
15220 Tailor	\$ 10.95
15250 Washer, Machine	\$ 7.88

## Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 16.64
19040 Tool and Die Maker	\$ 19.66

## Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 14.22
21020 Material Coordinator	\$ 14.51
21030 Material Expediter	\$ 14.51
21040 Material Handling Laborer	\$ 11.26
21050 Order Filler	\$ 12.06
21071 Forklift Operator	\$ 13.06
21080 Production Line Worker (Food Processing)	\$ 13.06
21100 Shipping/Receiving Clerk	\$ 11.68
21130 Shipping Packer	\$ 11.68
21140 Store Worker I	\$ 10.22
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 11.78
21210 Tools and Parts Attendant	\$ 13.06
21400 Warehouse Specialist	\$ 12.52

## Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 17.15
23040 Aircraft Mechanic Helper	\$ 13.44
23050 Aircraft Quality Control Inspector	\$ 17.80
23060 Aircraft Servicer	\$ 14.93
23070 Aircraft Worker	\$ 15.69
23100 Appliance Mechanic	\$ 16.44
23120 Bicycle Repairer	\$ 14.22
23125 Cable Splicer	\$ 17.15
23130 Carpenter, Maintenance	\$ 16.44
23140 Carpet Layer	\$ 15.69
23160 Electrician, Maintenance	\$ 18.04
23181 Electronics Technician, Maintenance I	\$ 11.59
23182 Electronics Technician, Maintenance II	\$ 16.04
23183 Electronics Technician, Maintenance III	\$ 17.89
23260 Fabric Worker	\$ 14.93
23290 Fire Alarm System Mechanic	\$ 17.15
23310 Fire Extinguisher Repairer	\$ 14.22
23340 Fuel Distribution System Mechanic	\$ 17.15
23370 General Maintenance Worker	\$ 15.69



23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 17.15
23430 Heavy Equipment Mechanic	\$ 17.15
23440 Heavy Equipment Operator	\$ 17.49
23460 Instrument Mechanic	\$ 17.15
23470 Laborer	\$ 12.09
23500 Locksmith	\$ 16.44
23530 Machinery Maintenance Mechanic	\$ 16.85
23550 Machinist, Maintenance	\$ 16.80
23580 Maintenance Trades Helper	\$ 13.44
23640 Millwright	\$ 17.15
23700 Office Appliance Repairer	\$ 16.44
23740 Painter, Aircraft	\$ 16.44
23760 Painter, Maintenance	\$ 16.44
23790 Pipefitter, Maintenance	\$ 17.04
23800 Plumber, Maintenance	\$ 16.44
23820 Pneudraulic Systems Mechanic	\$ 17.15
23850 Rigger	\$ 17.15
23870 Scale Mechanic	\$ 15.69
23890 Sheet-Metal Worker, Maintenance	\$ 17.15
23910 Small Engine Mechanic	\$ 15.69
23930 Telecommunications Mechanic I	\$ 17.15
23931 Telecommunications Mechanic II	\$ 17.80
23950 Telephone Lineman	\$ 17.15
23960 Welder, Combination, Maintenance	\$ 17.15
23965 Well Driller	\$ 17.15
23970 Woodcraft Worker	\$ 17.15
23980 Woodworker	\$ 14.79

## Personal Needs Occupations:

24570 Child Care Attendant	\$ 11.54
24580 Child Care Center Clerk	\$ 12.85
24600 Chore Aide	\$ 11.40
24630 Homemaker	\$ 18.44

## Plant and System Operation Occupations:

25010 Boiler Tender	\$ 17.15
25040 Sewage Plant Operator	\$ 16.44
25070 Stationary Engineer	\$ 17.15
25190 Ventilation Equipment Tender	\$ 13.44
25210 Water Treatment Plant Operator	\$ 16.44

## Protective Service Occupations:

27004 Alarm Monitor	\$ 12.60
27006 Corrections Officer	\$ 17.09
27010 Court Security Officer	\$ 17.62
27040 Detention Officer	\$ 17.09
27070 Firefighter	\$ 17.57

27101 Guard I	\$ 8.00
27102 Guard II	\$ 12.60
27130 Police Officer	\$ 21.54

## Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 14.26
28020 Hatch Tender	\$ 14.26
28030 Line Handler	\$ 14.26
28040 Stevedore I	\$ 13.71
28050 Stevedore II	\$ 14.84

## Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 25.71
29011 Air Traffic Control Specialist, Station 2/	\$ 17.73
29012 Air Traffic Control Specialist, Terminal 2/	\$ 19.52
29023 Archeological Technician I	\$ 14.85
29024 Archeological Technician II	\$ 16.63
29025 Archeological Technician III	\$ 20.58
29030 Cartographic Technician	\$ 20.58
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 21.25
29040 Civil Engineering Technician	\$ 20.58
29061 Drafter I	\$ 10.75
29062 Drafter II	\$ 12.36
29063 Drafter III	\$ 16.19
29064 Drafter IV	\$ 20.58
29081 Engineering Technician I	\$ 11.49
29082 Engineering Technician II	\$ 12.90
29083 Engineering Technician III	\$ 15.57
29084 Engineering Technician IV	\$ 18.40
29085 Engineering Technician V	\$ 20.80
29086 Engineering Technician VI	\$ 25.98
29090 Environmental Technician	\$ 20.75
29100 Flight Simulator/Instructor (Pilot)	\$ 26.39
29150 Graphic Artist	\$ 21.25
29160 Instructor	\$ 21.25
29210 Laboratory Technician	\$ 16.48
29240 Mathematical Technician	\$ 18.40
29361 Paralegal/Legal Assistant I	\$ 14.30
29362 Paralegal/Legal Assistant II	\$ 18.09
29363 Paralegal/Legal Assistant III	\$ 21.97
29364 Paralegal/Legal Assistant IV	\$ 26.58
29390 Photooptics Technician	\$ 18.40
29480 Technical Writer	\$ 26.05
29491 Unexploded Ordnance Technician I	\$ 16.34
29492 Unexploded Ordnance Technician II	\$ 19.77
29493 Unexploded Ordnance Technician III	\$ 23.70
29494 Unexploded Safety Escort	\$ 16.34
29495 Unexploded Sweep Personnel	\$ 16.34

29620 Weather Observer, Senior 4/	\$ 18.30
29621 Weather Observer, Combined Upper Air & Surface Programs 4/	\$ 16.48
29622 Weather Observer, Upper Air 4/	\$ 16.48

## Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 15.35
31260 Parking and Lot Attendant	\$ 9.64
31290 Shuttle Bus Driver	\$ 12.36
31300 Taxi Driver	\$ 11.62
31361 Truckdriver, Light Truck	\$ 12.36
31362 Truckdriver, Medium Truck	\$ 15.35
31363 Truckdriver, Heavy Truck	\$ 17.28
31364 Truckdriver, Tractor-Trailer	\$ 18.40

## Miscellaneous Occupations:

99020 Animal Caretaker	\$ 10.13
99030 Cashier	\$ 10.87
99041 Carnival Equipment Operator	\$ 10.76
99042 Carnival Equipment Repairer	\$ 11.40
99043 Carnival Worker	\$ 8.91
99050 Desk Clerk	\$ 13.24
99095 Embalmer	\$ 16.34
99300 Lifeguard	\$ 11.82
99310 Mortician	\$ 16.34
99350 Park Attendant (Aide)	\$ 14.78
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 11.82
99500 Recreation Specialist	\$ 18.44
99510 Recycling Worker	\$ 10.76
99610 Sales Clerk	\$ 11.82
99620 School Crossing Guard (Crosswalk Attendant)	\$ 8.91
99630 Sports Official	\$ 11.82
99658 Survey Party Chief (Chief of Party)	\$ 16.79
99659 Surveying Technician (Instr. Person/ Surveyor Asst./Instr.)	\$ 13.82
99660 Surveying Aide	\$ 10.07
99690 Swimming Pool Operator	\$ 12.57
99720 Vending Machine Attendant	\$ 10.76
99730 Vending Machine Repairer	\$ 12.57
99740 Vending Machine Repairer Helper	\$ 10.76

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\*

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

VACATION: Two weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29CFR 4.174)

1/

This wage determination only applies to the areas listed below:

BRISTOL COUNTY: Mansfield, Norton, Raynham

ESSEX COUNTY: Lynn, Lynnfield, Nahant, Saugus

MIDDLESEX COUNTY: Entire County

NORFOLK COUNTY: Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellseley, Westwood, Weymouth, Wrentham

PLYMOUTH COUNTY: Carver, Duxbury, Hanover, Hanson, Hingham, Hull, Kingston, Lakeville, Marshfield, Middleborough, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate

SUFFOLK COUNTY: Entire County

WORCESTER COUNTY: Berlin, Bolton, Harvard, Hopedale, Lancaster, Mendon, Milford, Southborough, Upton

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

4/

**WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The Contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the Contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Titles and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the Contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the Contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the Contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the Contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the Contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the Contractor.
- 6) The Contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**J.9 CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD-254**

The Department of Defense Contract Security Classification Specification, DD-254, form will be issued by an amendment to the solicitation.

**FIGURE 1 – UAS FORM A STRUCTURE****UAS FORM A**

<b>UAS JOB ORDER TYPE STATUS NO.</b>	<b>VOLPE CENTER UAS FORM A</b>	<b>ACCOUNTING CERTIFICATION NAME DATE</b>																																																	
<b>INITIATOR NAME(LAST, FIRST, MI)</b>	<b>ORG.</b>	<b>ACCOUNTING JOB ORDER -NUMBER- -ORG-</b>																																																	
<b>PPA ORG.</b>																																																			
<b>START DATE</b>	<b>EST. DATE OF COMPLETION</b>	<b>USER COMMENT: FORM STATUS: UAS COMMENT:</b>																																																	
		<b>DATE: DATE: ID#:</b>																																																	
<b>JOB TITLE</b>																																																			
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**NOTE:** THIS FORM IS GENERATED ON-LINE USING THE FORMS MODULE OF THE UAS. THIS MODULE IS ACCESSIBLE BY THE TECHNICAL SUPPORT SERVICES OFFICE PERSONNEL (INCLUDING CONTRACTOR PERSONNEL) WHO HAVE BEEN AUTHORIZED BY THE UAS SYSTEMS MANAGERS. USERS MAY COMPLETE A HARD COPY OF THE FORM AND SUBMIT IT TO AN APPROPRIATE BRANCH CONTROL ANALYST (BCA) REPRESENTATIVE FOR PROCESSING.

**BLOCKS ACROSS**

**BLOCK DESCRIPTION**

- |                                    |   |
|------------------------------------|---|
| <b>1. UAS JOB</b>                  | THESE FOUR ELEMENTS ARE TO BE COMPLETED BY THE APPROPRIATE BCA.   |
| <b>2. ACCOUNTING CERTIFICATION</b> | TO BE COMPLETED BY ACCOUNTING OFFICE (JOB ESTIMATE FOR COMMITMENT PURPOSES).  |
| <b>3. INITIATOR</b>                | ENTER FIRST PART OF INITIATOR'S LAST NAME AND SYSTEM WILL FILL IN THE REST. INITIATOR'S NAME MUST CURRENTLY RESIDE ON THE PERSONNEL FILE.                           |
| <b>4. ACCOUNTING JOB ORDER</b>     | ENTER THE ACCOUNTING JOB ORDER NUMBER AND THE SYSTEM WILL FILL IN THE REST. THE ACCOUNTING JOB ORDER NUMBER MUST CURRENTLY RESIDE ON THE ACCOUNTING JOB ORDER FILE. |
| <b>5. START DATE/EST COMP DATE</b> | ENTER THE DAY THE PROJECT IS TO START AND THE DAY THE PROJECT IS TO BE COMPLETED.   |
| <b>6. USER COMMENT</b>             | DATA WHICH CAN BE ENTERED FOR TRACKING PURPOSES.  |
| <b>7. JOB TITLE</b>                | ENTER THE TITLE OF THE JOB (MAX OF 72).   |
| <b>8. ACCEPTED BY</b>              | THIS AREA IS FILLED IN BY THE COMPUTER SOFTWARE.  |
| <b>9. AUTHORIZATION SIGNATURES</b> | THOSE SIGNATURES ARE REQUIRED ACCORDING TO THE VOLPE CENTER DIRECTIVE DETAILING DELEGATIONS OF AUTHORITY.   |
| <b>10. CONTRACTOR LABOR</b>        | FOR CONTRACTOR INFORMATION AND TRACKING.  |
| <b>11. REGULAR LABOR</b>           | ENTER CONTRACTOR LABOR CODES AND COST ESTIMATES (MAXIMUM OF TWELVE CATEGORIES).   |
| <b>12. OVERTIME</b>                | IF OVERTIME AUTHORIZED ENTER HOURS AND COST.  |
| <b>13. TRAVEL/TRAINING</b>         | IF TRAVEL OR TRAINING IS AUTHORIZED ENTER CODE AND COST.  |
| <b>14. TOTAL LABOR</b>             | THIS FIELD IS COMPUTED BY THE SYSTEM ADDING ALL LABOR FIELD.  |
| <b>15. TOTAL JOB COST</b>          | THIS FIELD IS SYSTEM GENERATED.   |

**FIGURE 2 – VOLPE ANNOUNCEMENT #95-27****SUMMARY OF VOLPE CENTER ANNOUNCEMENT #95-27 dated 8/31/95**

The authority to approve procurement requests for in-house services and all Job Orders issued under onsite support service contracts where the total estimated cost does not exceed the amounts listed is as follows:

INDIVIDUAL	AMOUNT
Volpe Center Deputy Director	Unlimited
Volpe Center Office Directors	Over \$100,000 to \$1,000,000
All Division Chiefs and the Office of Administration Branch Chiefs	Up to \$100,000

Note: All requests for expenditure of resources against a Project Plan Agreement require concurrency by the cognizant task manager

**FIGURE 3 – RED-YELLOW-GREEN DIRECTORATE REPORT****SAMPLE STRUCTURE****RED-YELLOW-GREEN PROGRAM REVIEW FOR CODE 20**

PPA	PPA TITLE	DTS	COMM	OBL	HRS	LOE	TASK DEFINITION	TECHNICAL CONTENT	SCHEDULE	COST	STAFFING	PROJECT MGR
Y2000	OFFICE OF STRATEGIC PROGRAMS AND RESOURCE PLANNING	20	\$2,500	\$0	0	0	GREEN	GREEN	GREEN	GREEN	GREEN	J. SMITH
BA45	INFORMATION SYSTEM DEVELOPMENT	21	\$198,086	\$176,715	2,913.6	2.45						
	INTERNET SUPPORT						GREEN	GREEN	GREEN	GREEN	GREEN	J. SMITH
	SYSTEM SUPPORT <sup>1</sup>						GREEN	GREEN	GREEN	YELLOW	GREEN	J. SMITH
BA67	ANALYSIS SUPPORT	22	\$25,000	\$12,737	196.7	0.17	GREEN	GREEN	GREEN	GREEN	GREEN	S. JONES
BA87	PLANNING SERVICES	21	\$36,480	\$14,724	222.4	0.19	GREEN	GREEN	GREEN	GREEN	GREEN	S. JONES
AB12	SYSTEMS SUPPORT <sup>2</sup>	28	\$263,256	\$259,760	3,794.9	3.23	GREEN	GREEN	YELLOW	RED	GREEN	J. SMITH
ED45	IMPLEMENTATION	28	\$1,658,392	\$1,254,130	17,398.0	11.3	YELLOW	GREEN	YELLOW	GREEN	GREEN	J. SMITH
CR99	RISK ANALYSIS	25	\$15,008	\$15,008	161.5	0.14	BLUE	BLUE	BLUE	BLUE	BLUE	J. SMITH
ET25	FLIGHTS STANDARDS	29	\$1,001,284	\$829,538	12,761.5	10.85						
	HOST SUPPORT						GREEN	GREEN	GREEN	GREEN	GREEN	J. SMITH
	UPLOAD SUPPORT						BLUE	BLUE	BLUE	BLUE	BLUE	J. SMITH
	MEDICAL SUPPORT						GREEN	GREEN	GREEN	GREEN	GREEN	J. SMITH
	CODE 20 TOTALS		\$3,200,0006	\$2,562,612	37,448.6	28.33						

**Notes:**

- 1** Funding may be cut off next month; support would be discontinued following month.
- 2** Funding from sponsor received later than anticipated; caused deliverable to be delayed.

**FIGURE 4 – RED-YELLOW-GREEN STATUS REVIEW SUMMARY REPORT**

PPA	PPA TITLE	DTS	COMM	OBL	HRS	LOE	TASK DEFINITION	TECHNICAL CONTENT	SCHEDULE	COST	STAFFING
AB12	SYSTEMS SUPPORT	28	\$263,256	\$259,760	3,794.9	3.23	GREEN	GREEN	YELLOW	RED	GREEN
	TOTAL IN RED	1	\$263,256	\$259,760	3,794.9	3.23					
	PERCENTAGES	.98%	.95%	1.26%	1.23%	1.50%					
CD23	DEVELOPMENT PLATFORM	13	\$1,407,555	\$1,265,330	18,815	12.2	YELLOW	GREEN	YELLOW	GREEN	GREEN
ED45	IMPLEMENTATION	28	\$1,658,392	\$1,254,130	17,398	11.3	YELLOW	GREEN	YELLOW	GREEN	GREEN
GH67	COMMUNICATIONS DATABASE	33	\$198,086	\$176,715	2,913.6	2.48	GREEN	GREEN	GREEN	YELLOW W	GREEN
KL01	OPERATIONS SUPPORT	34	\$4,950	\$902	11	0.00	GREEN	GREEN	YELLOW	GREEN	GREEN
MM88	SAFETY PERFORMANCE	49	\$60,000	\$36	1	0.00	YELLOW	GREEN	GREEN	GREEN	GREEN
OP11	SAFETY ANALYSIS AUTOMATION	56	\$566,840	\$293,952	5,434	3.54	GREEN	GREEN	GREEN	YELLOW W	GREEN
RR22	MANAGEMENT INITIATIVES	66	\$403,470	\$324,190	4,688	3.05	GREEN	GREEN	GREEN	YELLOW W	GREEN
ST45	R&D PLANNING	77	\$16,938	\$2,211	74	0.00	YELLOW	GREEN	GREEN	GREEN	GREEN
	TOTAL IN YELLOW	8	\$4,316,231	\$3,317,466	49,335	32.57					
	PERCENTAGES	7.8%	15.6%	16.1%	16.0%	15.2%					
	TOTAL IN GREEN	69	\$18,948,977	\$13,491,657	204,570	142.42	GREEN	GREEN	GREEN	GREEN	GREEN
	PERCENTAGES	67.6%	68.4%	65.4%	66.5%	66.2%					
	TOTAL IN BLUE	24	\$4,178,020	\$3,563,209	49,731	36.73	BLUE	BLUE	BLUE	BLUE	BLUE
	PERCENTAGES	23.5%	15.1%	17.3%	16.2%	17.1%					
			COMM	OBL	HRS	LOE					
	GRAND TOTALS	102	\$27,706,484	\$20,632,092	307,430.9	214.95					